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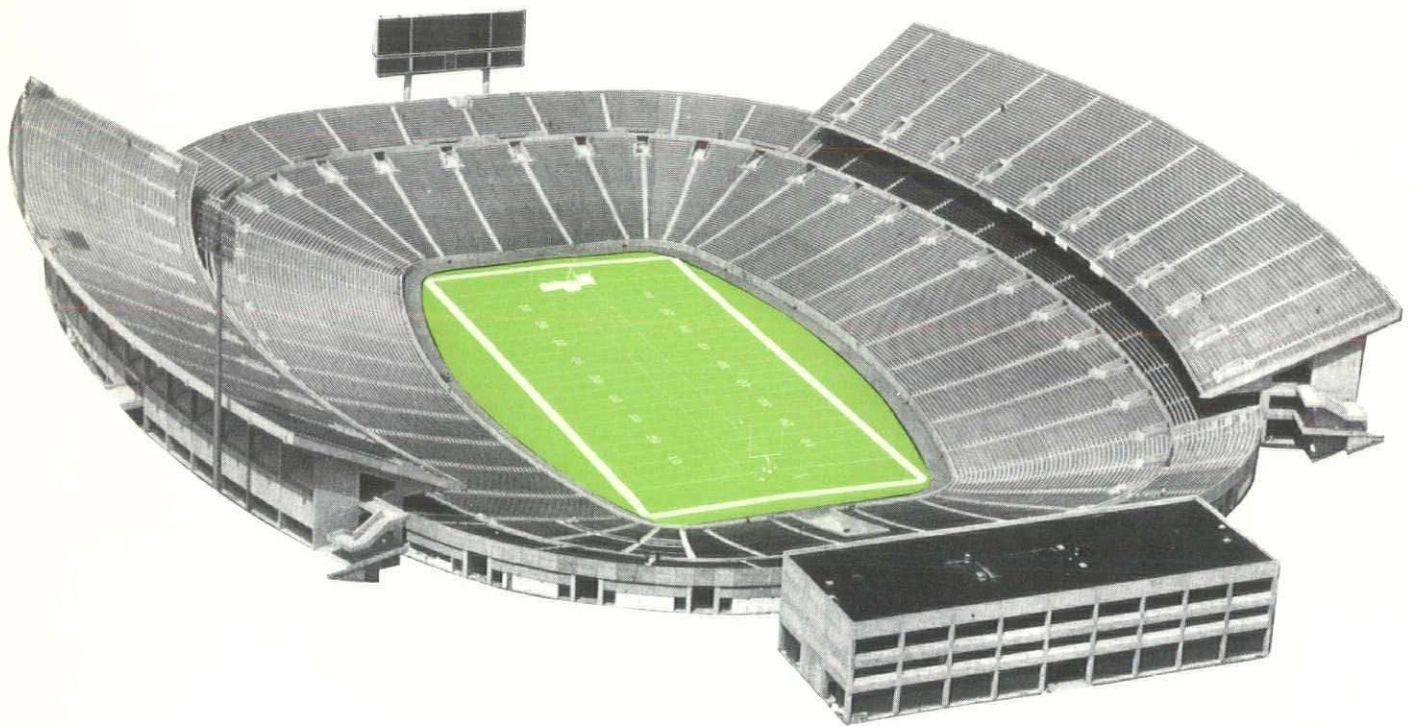
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1973 NYSAA/AIA Convention Issue

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football schedule
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SEPTEMBER 1973

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President's Message



Thomas F. Galvin, AIA

"The credit belongs to the man who is actually in the arena...whose face is marred with sweat and dust and blood...who strives valiantly: who errs and come short again and again: who knows the great enthusiasm: the great devotions, and spends himself in a worthy cause; who, if he fails, at least fails while daring greatly so that his place shall never be with those cold and timid souls who know neither victory nor defeat."

I'll never forget the day I opened the Herald Tribune to read this illuminating statement by Theodore Roosevelt.

His moving essay left a very deep impression on me as I rode the subway to Pratt Institute where I was studying for a degree in architecture.

President Roosevelt's thesis --- implying that no one was above the crowd, that we all have a responsibility to do something about the way and manner in which we live --- has been a tenet of mine throughout all my "careers within my careers" as an architect, builder, administrator, educator, public official, and as an aspirant to political office.

I have just embarked on a campaign as the Republican and Conservative party standard bearer for the President of the City Council of New York, an office to which I believe I will be able to make a positive contribution in large part due to my architectural background.

This City needs innovative leadership. The City must

hum and tick on its own steam because of the desire of individuals to go to the helm, to maintain a steady direction and a driving determination to solve the ills of the City.

An architect can certainly provide this kind of leadership so necessary in our society today.

The architect's expertise as a planner --- as a man who in today's society does not just build buildings but must mold whole communities and life styles --- enables him to play an influential role in the deliberations of the democratic system.

Thus it is not just the attorneys, not just the political professionals, who must work to make the system work. It is the architects, the planners, the engineers, the educators, the doctors, the blue collar workmen and the white collar workers, the skilled and the unskilled....in summary.....all the mainstream of our citizens from all types of neighborhoods who can re-kindle the will to find solutions to the problems ailing this intrinsically wonderful system of ours.

Architects possess the skill, the knowledge, and the ability to articulate sound ideas, to take on the responsibility of leadership.....leadership ranging from the smallest of community meetings to City Council meetings to the very highest level of public tribunals.

As architects, we have in our training the knowledge to develop broad-based programs of social reform. We can, for example, present imaginative programs in the areas of

transportation, education, housing, recreation, health and in the very special needs of the elderly.

The architect knows his way around the complex planning issues so necessary to shaping good housing and a viable existence for the people in our neighborhoods.

As an architect, I, for example, while serving as Chairman of the Board of Standards and Appeals from 1970-72, was able to initiate the policy of giving tenants as well as landowners the right to speak in public session. I was also able to greatly expand the role of the community in matters that came before the board.

The architect/politician cannot live in an ivory tower. The architect cum politician would certainly be able to empathize with and know how to deal with the vigorous pressures of urban growth. He would relate also to the investors, the planners and the developers, the individual home owner and the small businessman. Every governmental decision made has an impact on the property and lifestyle for countless ordinary citizens.

The architect brings to public office concepts of planning which enable him to be cognizant of the development of public and private property currently in motion all around us...both actual and conceptual. The architect is certainly one member of society who has faith in society's ability to plan a better environment for the present and future inhabitants of the nation.

The architect has to be a leader in surmounting the challenges of today's problems. And the architect certainly can help...by working within the framework of our own expertise.

Whatever subject you mention, a concerned architect is grappling with finding a solution to a specific problem even as you read this article.

Through daily involvement in urban design, architects exert a great deal of influence in issues involving housing, health, education, social and recreational needs.

The architect as professional and as a politician has a duty to speak out. With his unique knowledge he can achieve positive thrusts over the sociological issues that fashion the very fabric of living.

The architect can help alleviate the danger or trend of deterioration of our urban centers...an issue in every political campaign.

Our cities are in danger. The loss of faith in the ability of government to solve the cities' problems is so pronounced that no one, especially architects, can afford the luxury of being observers.

Oliver Wendell Holmes once said: "A man should share the passion and action of his time, at the peril of being judged not to have lived." As architects--we have the potential for implementing this thought, not only in our offices but in the political arena.

We can use our professional skills on behalf of every man, thereby meeting our obligation to society. To achieve this we must perfect our profession. The time-table for survival demands it.

This course of action I suggest cannot be successful if it falls upon the shoulders of only one man.

To be effective as architects we must play a more active role within the structure of our profession. The more vibrant our activities as architects--be it politics or behind our drawing boards--the more potent a force we can be upon society as a whole.

As architects, we should take collective pride in our activist potential. And we can achieve our goals by the assumption of a collective leadership role...and what better way than to lead than through the charted paths of our democratic system.

We are the "doers" of a significant portion of society's accomplishments. In this capacity, we can offer a positive forward thrust to the urban fabric---the "patina" of our cities, our state and our country as a whole.

We comprise a blend of talent and expertise in consort with other elements that constitute life on an urban scale---business, finance and political, social, recreational and cultural necessities and realities,---to produce buildings and urban settings conducive to an improved standards of living.

The very nature of our physical presence (as manifested by our architectural efforts) there is created an awareness of the contribution that architects can make in these days of tough decision making by those vested with authority to effect the condition of countless citizens by the very substance of the decisions made.

The social, political and economic problems of our cities have become more complex. To put it in the most simple terms, the demands of society today, in looking to government to fill its needs, have resulted in a "shopping list" of services, most of which were undreamed of twenty years ago. At the same time, the City has exhausted its financial resources and an absence of open land in the inner city has stifled its maneuverability to solve planning problems.

This is where the architect as politician comes in!

Our skills must be expanded in many directions so we can successfully wrestle with the legitimate fears, needs and grievances of local communities, and to enable us to design buildings and site buildings in a manner which exceed mere programmatic requirements, while coming to grips with the social problems and desires of the population intended to be served.

In a broader sense, as a professional organization concerned with architecture as a combination of the physical and the natural environment, we have the responsibility to speak out and be heard on those basic issues in which voices of reason, knowledge and logic are essential ingredients in the solution of complex urban problems.

During the coming years we should speak out and act on important issues of the urban environment.

The more vibrant our professional structure, the more effective our performance in the market place of ideas....

We should contribute our expertise to the activities of our profession and give them full vent in the politics of our democratic system...it will be conducive to our skills enhancing the quality of life in our society.

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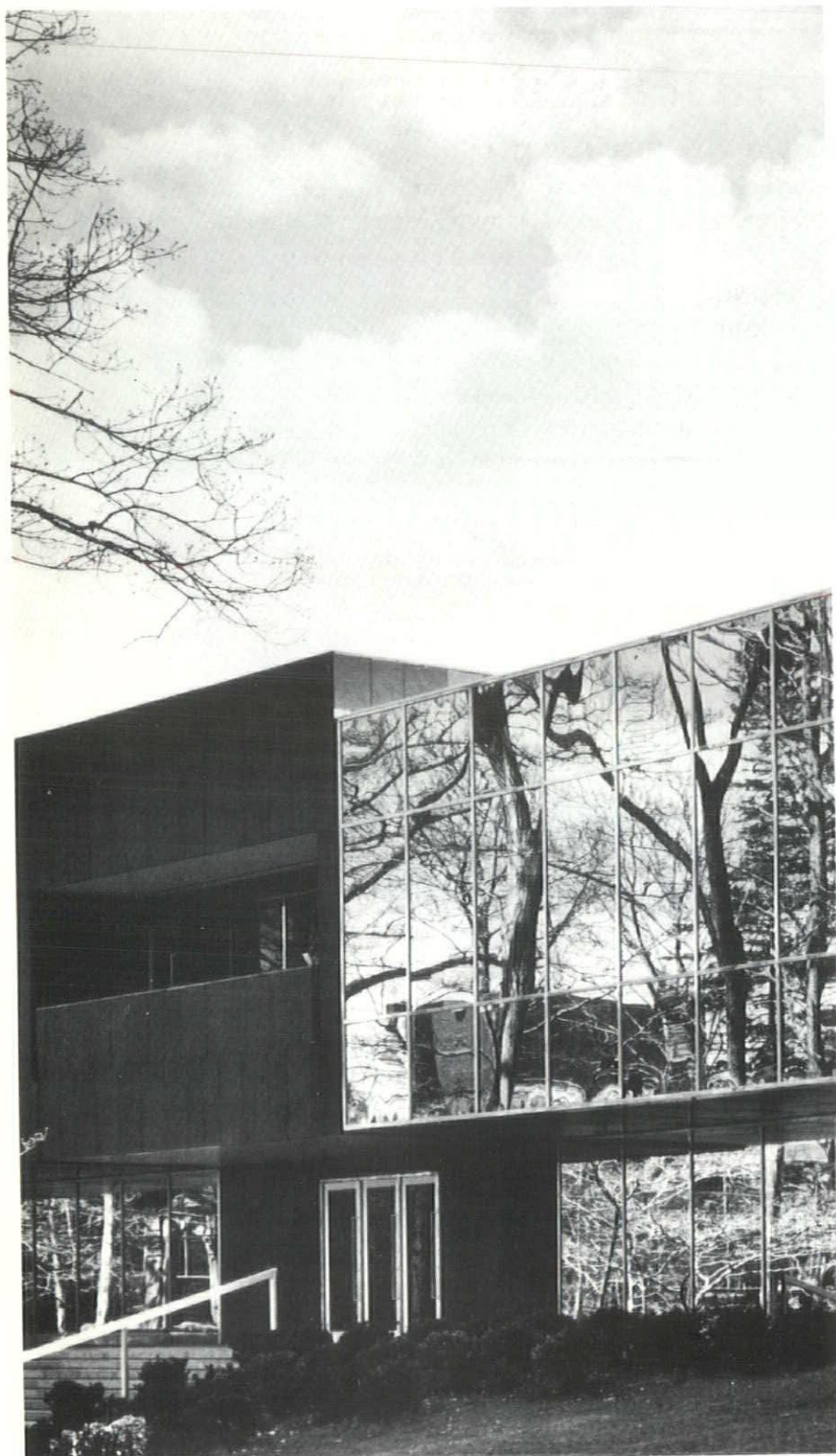
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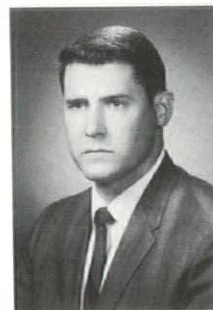


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1973 NYSAA/AIA Convention Schedule *

Kutsher's, Monticello, New York

"THE PROFESSIONAL CHALLENGE"

Sunday, Oct. 14

- 4:00 P.M. BUSINESS MEETING
- 7:00-8:00 OPENING OF EXHIBIT AREA — by President Thomas F. Galvin and John F. Lyden, President Producer's Council
- 8:00 P.M. OLD FASHIONED SUNDAY NIGHT SUPPER — followed by informal program and dancing in the Dining Room.
-

Monday, Oct. 15

- 10:00 A.M. SEMINAR: "WHO NEEDS WHOM?" — the Architect, the Manufacturer, and the Contractor discuss product development and specifications.
- Noon EXHIBITS OPEN
- 1:00 P.M. LUNCH
- 2:00 P.M. FREE AFTERNOON — Architect - Producer Golf Tournament - Guest Events - Films - Special Guest Seminar
- 6:30 P.M. ARCHITECTURAL CRITIQUE — Exhibit Area — a discussion of 1973 NYSAA/AIA — Award Winning Buildings.
- 7:00-8:00 HOST CHAPTER COCKTAIL PARTY — Exhibits Open — Architect Prizes.
- 8:00 P.M. NEW YORK CHAPTER PARTY NIGHT — "UNITED NATIONS" Theme
-

Tuesday, Oct. 16

- 10:00 A.M. SEMINAR: "WOMEN IN THE PROFESSION" — equality of opportunity and responsibility.
- Noon EXHIBITS OPEN
- 1:00 P.M. LUNCH
- 2:30 P.M. SEMINAR: "THE POLITICAL ARCHITECT" — presentation and discussion of the Architect as a political activist.
- 7:00-8:00 PRESIDENT'S RECEPTION — Exhibits Open — Architect / Guest Prizes
- 8:00 P.M. ANNUAL BANQUET — INSTALLATION OF NEW OFFICERS
-

Wednesday, Oct. 17

- 9:30 A.M. BUSINESS MEETING
- Noon LUNCH — CONVENTION CLOSING
- 2:00 P.M. BOARD MEETING
-

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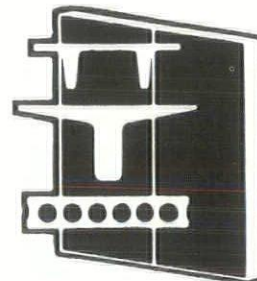
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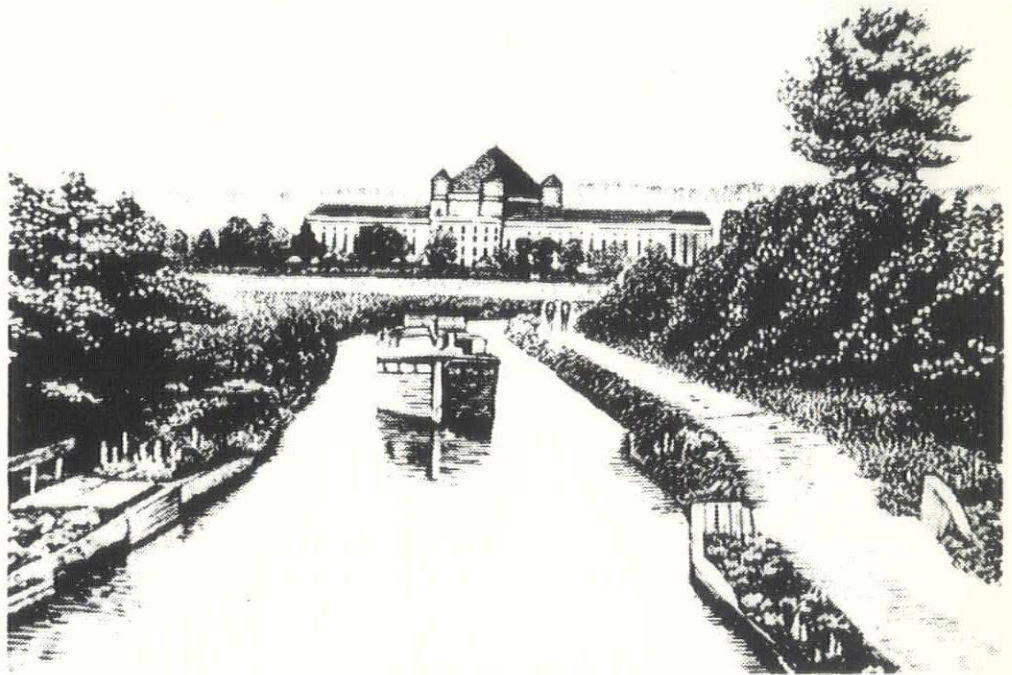
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INCLUDE A NATIONAL HISTORIC
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TO THE 1973 CONVENTION.

Neversink Aqueduct and Cuddebackville



*Delaware and Hudson Canal at
Cuddebackville, Town of Deerpark,
Orange County, New York.*

Visit a parkland not far from Port Jervis, N.Y. where a portion of the Delaware and Hudson Canal still exists near an early suspension bridge designed by the great engineer John A. Roebling. This could be a special excursion on the way to or from the 1973 NYSAA/AIA Convention at Kutshers Monticello. The proposed park is situated at Cuddebackville near the intersection of Routes 7, 209 and 211 and only 20 miles from Monticello.

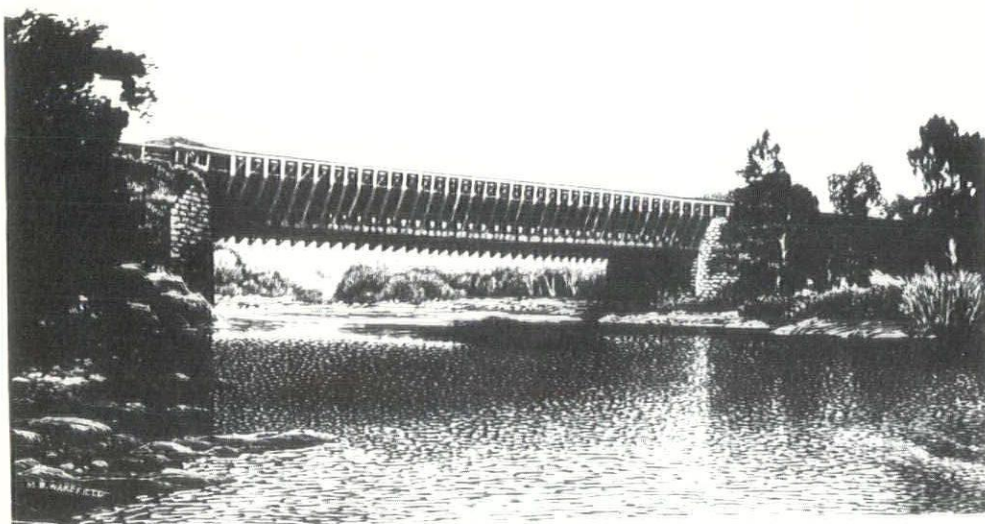
The site has been a National Historic Landmark since 1968 as a testimony to a forgotten phase of the Industrial Revolution in the United States. The one mile segment of the 1825 Delaware and Hudson Canal is a site where every essential canal operation can be clearly understood.

Nearby can be seen the abutments of the aqueduct suspended over the Neversink River by John A. Roebling in 1848-1851. The wooden portions were long ago destroyed, but the lofty stone pillars testify to its strength and daring. The work reveals the engineering imagination of Roebling as well as the courage, persistence and skills of the humble laborers who shaped the stones and placed them one upon the other to last to our day-and beyond.

The canal was abandoned in 1898, a victim of the faster pace of other forms of transportation— it had nevertheless made the fortunes of many who built it, manned it, used it. The canal at Cuddebackville can still remind us of the boat builders, the blacksmiths, the farmers, the merchants (the "Pie Store" still stands at this point!), the carpenters, the musicians, and the occasional passengers, all of them beholden then to the hardy canal boatmen.

The Orange County Citizens Foundation, Inc. is working toward a future in which all can participate with their neighbors in the benefits that accrue when a community encourages good homes, good health, good jobs, good education, good transportation, and a good spiritual existence. It hopes to keep the region an attractive place in which to live, with open spaces, fields, forests and rolling hills, and clean air and quiet environment. It seeks to safeguard the rich historic and cultural heritage and to stimulate appreciation and preservation of the beauty of the environment, and to help resist the deterioration of the natural endowments.

The Foundation proposes to acquire a large tract of land,



Stone abutments and aqueduct designed by John A. Roebling as early example of suspension principle.

including a one mile section of the Delaware and Hudson Canal near Cuddebackville in the Town of Deerpark, to be developed as a county park. The acreage is large enough to permit nature preservation, active recreation and historic restoration, without undue interference with one another.

If you are interested, contact Barry A. Behepe, AIA who is active in the Fund Drive, 24 West 40th Street. Tel. (212) 868-2630, or send deductible contribution to O.C.F.C. Inc., Box 636, Goshen, N.Y.

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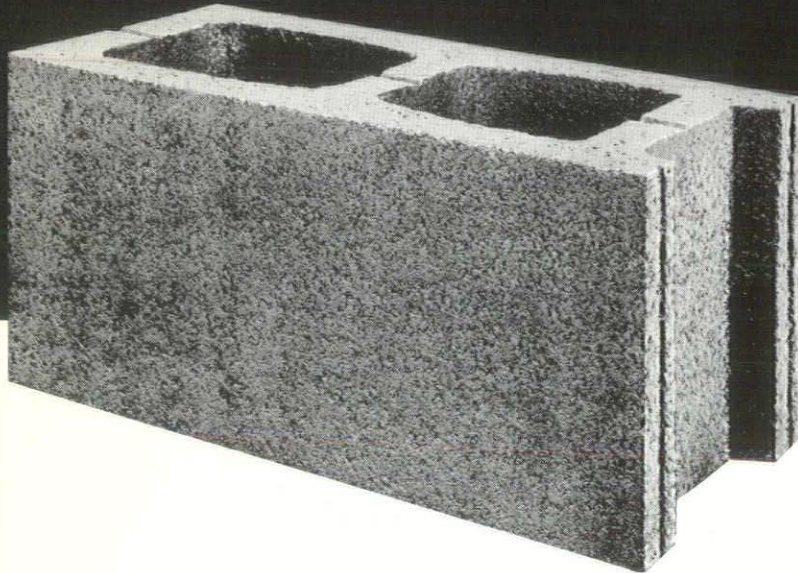
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Recent Findings and Reports from the Building Industry Coordinating Committee

by John N. Highland, Jr. FAIA, Chairman

A few years ago, it was my pleasure to serve as Chairman of the Commission on Professional Practice. Of the committees reporting as a part of that Commission, the Building Industry Coordination Committee, chaired by Dan Giroux, consistently demonstrated willingness to accomplish a prodigious amount of work and had established a very fine liaison with other elements of the Building Industry.

At our last convention, I was delighted to be asked to chair this distinguished Committee — working with Dan Giroux who, to use his own words, was "born on the Committee." Dan and I addressed ourselves to the question: What could we do together to continue the excellent work of this Committee and to get to the members useful information being generated by the Committee? In order to increase the total effectiveness, priority should be given to making available useful data that the members might incorporate into their practice — conceivably affecting dollars, time and reputations.

There are always new avenues to be explored and a broader approach for the Committee is already committed, but having no intention of attempting to re-invent the wheel, our first attentions were concentrated on the several items recently completed or nearing completion that reflect intense effort and we estimate may have real value.

Working with the Officers, the Board and our Executive Director, the Committee has created material for this Convention Issue. Our Co-Chairman, Dan Giroux, has offered the article on "General Conditions — Not So General", an article that because of the recent court decisions, I believe to have vital, legal implications to the man in practice.

Art Friedel, Jr. acted as Chairman of a joint sub-committee that developed recommended Specifications for Construction Heat for both multiple contracts and for single contract work. Art has written an introductory article on this subject. This is followed by a recommended specification form for both single contract and multiple contract and represents the joint efforts of the NYSAA and the GBC.

Ron Rucinski developed a discussion on "Guidelines for the Team Approach." This is in line with our Committee's current turning its attention to the market and how does an architect obtain work in the changing type of practice?

Separate but perhaps related in some manner is — How does

the architect fit into the Construction Management concept? Gil Barker has written the article on "Construction Management A Logical Extension."

The Committee this year will hold two meetings in New York City; one in Albany; two in Syracuse; and one in Rochester, in addition to several Task Force or sub-committee meetings such as those that generated the reports on Construction Heat.

Dan and I do not believe that all of the objectives and interests of our Profession are necessarily co-incidental with the objectives and interests of the General Contractors. They have not been necessarily involved in all of our meetings and there has been nothing exclusive about our interests. We must report, however, that we believe our objectives are to identify all possible areas of common interest so that the most effective work can be accomplished wherever common interests occur. The information available to, the staff work accomplished by, and the cooperation of the Committee of the GBC, is most impressive! The goodwill, the cooperation, the mutual trust and respect are the product of years of productive efforts and represent a major asset.

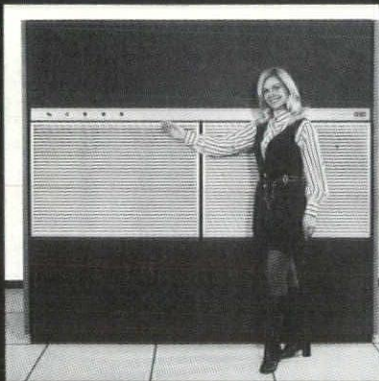
Now to the New Horizons: We have been fortunate to add Barbara Jo Schnepf, Executive Director of the New York State Council on Architecture, and John Jansson, a member of that Council and former Executive Director, as members of our Committee.

While this is going to press, we are setting up a program for our second meeting in New York which will be held in the offices of the New York State Council on Architecture. The format of this meeting in New York City is still under development but it is open to all segments of the Construction Industry.

Through the Council participation we are gaining insight and expect to develop greater participation with the other State Agencies. Some of these Agencies are now experimenting with various types of new methods of selecting professionals, including inevitably the "turnkey" concepts.

The major subject for our Committee's current discussion, therefore, is the development of a construction marketing program — how does the architect fit into the team, and from our point of view — How is the professional's as well as the public's interests best represented? Obviously this

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RECENT FINDINGS AND REPORTS —

(Continued from page 13)

leads us to the Construction Management concept also currently on agenda.

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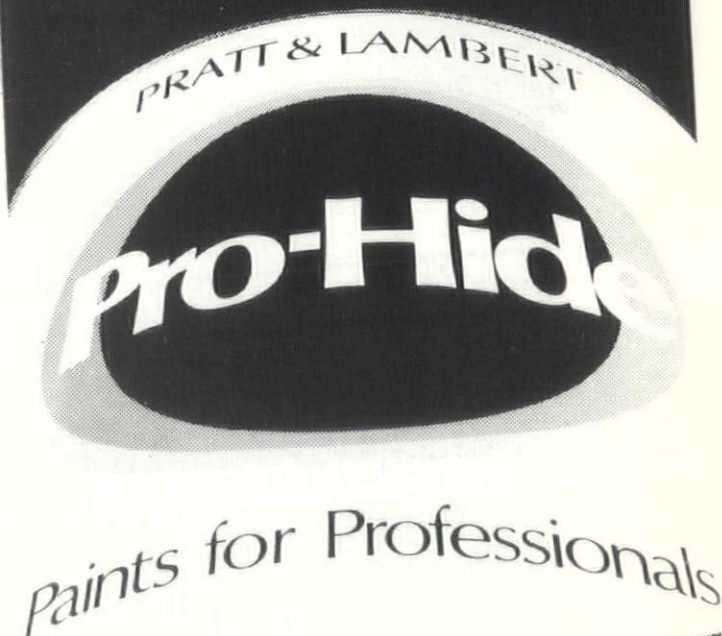
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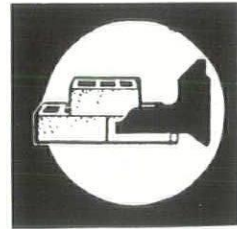
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General Conditions — Not So General

by Daniel F. Giroux, AIA

All of us realize it is well-nigh impossible to develop a set of general conditions of the contract appropriate to all areas of the United States yet the National AIA has produced A-201, the General Conditions of the Contract, a document which establishes the basic ground rules of the owner-architect-contractor-subcontractor relationship. A-201 is approved and endorsed by the Associated General Contractors of America and, thus, general acceptance of its terms is a foregone conclusion when the document is included among contract documents for construction of public and private buildings. The words "general acceptance" are used advisedly because the laws and practices extant in the several States of the Union vary and, thus, A201 must be adopted to reflect the mandates of statute and the peculiarities of practice.

The State of New York is no exception insofar as the need for modification of A-201, General Conditions of the Contract, is concerned, especially in the realm of public work. We have our multiple contract statutes (fifteen, at latest count). We also have our strict competitive bidding statutes (Section 103, General Municipal Law, as an example).

Over a period of five years, the Building Industry Coordination Committee of the New York State Association of Architects, in its liaison with the N.Y.S. Building Chapter, AGC (G.B.C.), has reviewed the 10th, 11th, and 12th Editions of A-201 to determine those changes in the General Conditions of the Contract made necessary by the mandates of New York State statutes and by generally accepted industry practices in this State. Counsel to the State Association and G.B.C. Counsel have agreed on the need for modification and on the modifications produced by the Joint Committee.

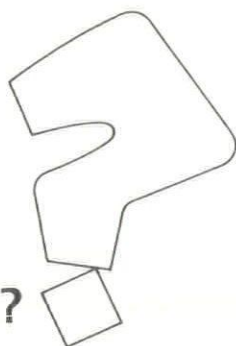
Generally speaking, the modifications recommended by the Joint Committee of professionals and contractors, are a result of the workings of the multiple contract and competitive bidding statutes. Several recommended deletions or additions are the result of litigation, either in the Courts of the State or before the Commissioner of Education. All architects must recognize the risks of litigation inherent in the use of A-201 without change. The issuance of post-bid addenda modifying public bidding documents, the failure to delineate the responsibilities of the several prime contractors normally found on a public construction project, the post-bid adjustment of lump-sum bid as a result of rejection of a prime's subcontractor, inclusion of Article 6 in the face of adverse court decisions, would encourage litigation by unsuccessful bidders or by an aggrieved taxpayer, each or all of whom could allege violation of the competitive bidding statutes.

In your own interest, we suggest the architect consider the content of both this article and the proposed N.Y.S. Edition, A-201, General Conditions. To use A-201 without appropriate modification, the cautionary language of the 12th Edition notwithstanding, is to ignore the dangers inherent in such use as well as the plain mandates of our New York State statutes.

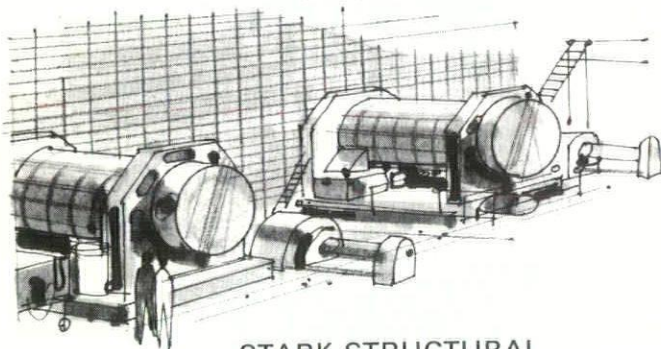
The Committee on Building Industry Coordination has prepared with the General Building Contractor's assistance and agreement, a draft A-201 for use in the State of New York. It includes corrective material covering items previously mentioned in this article and many specific items often overlooked by N.Y.S.A.A. members. It is the hope of the Committee that in the near future the N.Y.S. A-201 can be printed and available to all members.

EDITOR'S NOTE: Dan Giroux is a partner in the Rochester firm of Todd & Giroux and co-chairman of the NYSAA Building Industry Coordinating Committee.

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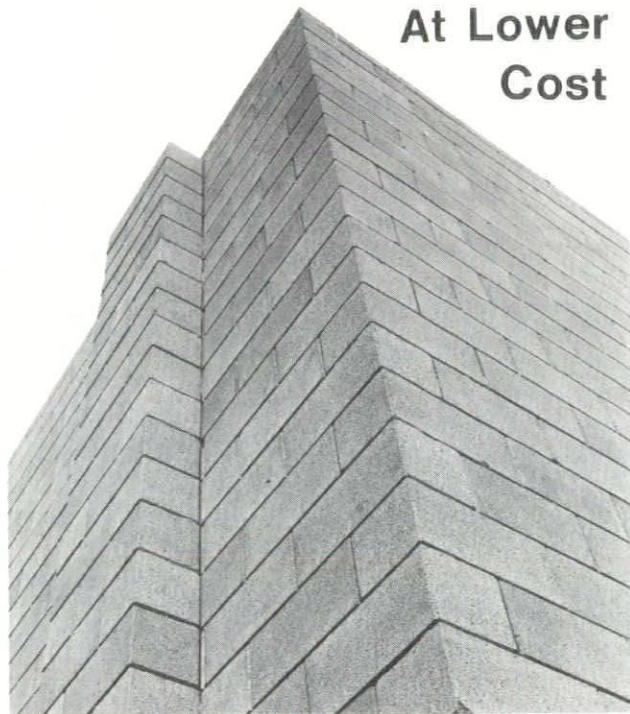
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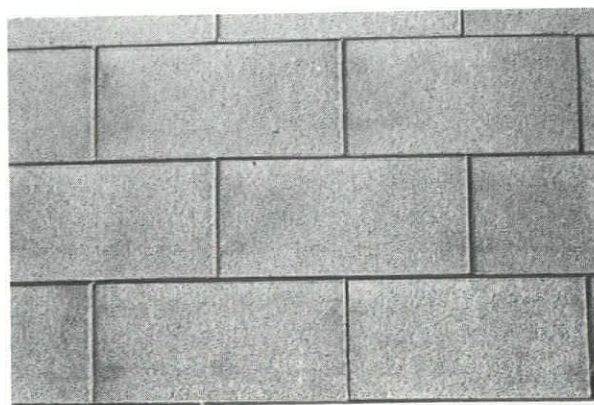
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Recommended Revisions To AIA Document 201

12th Edition

FOR USE IN NEW YORK STATE

A complete review of AIA Document A201 General Conditions of the Contract for Construction — Twelfth Edition, April 1970, has been reviewed by the New York State Association of Architects Committee on Building Industry Coordination in joint session with the Architectural Relations Committee of the General Building Contractors of New York State.

This was previously done for the Tenth and Eleventh Editions, presented to the Convention, passed and printed in the Empire State Architect. Some articles will indicate the same recommended revisions that were made for the 10th and 11th Editions.

The following changes by means of supplemental general conditions are recommended for use by all New York State Association of Architects members.

Sub-paragraph 1.1.1. (THE CONTRACT DOCUMENTS):

Addenda issued prior to execution of the Agreement. This implies that "Post Bid Addenda" is acceptable. The N.Y.S.A.A. 1970 Convention accepted the Committee on Building Industry Coordination's recommendation to use Change Orders after the contract is signed rather than Post Bid Addenda.

Sub-paragraph 1.2.4 (DIVIDING THE WORK):

Add "His" before "Subcontractors".

Sub-paragraph 2.2.6 (ARCHITECT'S INTERPRETATION):

Omit "he may deem" and add in place "are".

Sub-paragraph 2.2.12 (ARCHITECT'S AUTHORITY):

Add to end "who are in a contractual relationship with the Contractor".

Sub-paragraph 2.2.18 (ARCHITECT'S RESPONSIBILITY):

Amend paragraph to read: "The Architect will not be responsible for the acts or omissions of the Contractor, his subcontractors, any of their agents or employees or any other persons in a contractual relationship with the Contractor performing any of the Work".

Sub-paragraph 4.3.1. (CONTRACTOR'S WORK):

First and last lines omit "the work" and add in place "his work".

Sub-Paragraph 4.7.2 (CONTRACTOR'S COMPLYING WITH LAWS)

Fourth line omit "the work" and add in place "his work".

Sub-paragraph 4.9.1 (CONTRACTOR'S SUPERINTENDENT):

Third sentence amend to read "The Superintendent shall represent the Contractor and all written communications given to the Superintendent shall be as binding as if given to the Contractor".

Sub-paragraph 4.13.1 (SHOP DRAWINGS):

Third line omit "any" and add in place, "his".

Sub-paragraph 4.18.3 (INDEMNIFICATION):

If Insurance companies will insure en toto contractors, do not object to the article. Some Architects believe "or the failure to give" should be omitted.

Sub-paragraph 5.2.1. (AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK):

"Unless otherwise specified in the Contract Documents or in the Instructions to Bidders . . ."

The clause provides an option to the Architect which may be the requirement of subcontractor listing at the time of receipt of bids.

NYSAA 1967 Convention accepted 48 hour time requirement for listing of subcontractors after notification and after receipt of bids. Required listing at time of bid was ruled by the Commissioner of Education in his Marathon decision "illegal prequalification". State Comptroller opinion (17 OP State Compt. 288, 1961, 1st case) "Specification requirements that contractors must list subcontractors whose services will be used by them is an illegal pre-qualification of bidders."

Sub-paragraph 5.2.3. and 5.2.4.

Both clauses conflict with the requirements of Section 103, General Municipal Law. Supporting this decision is the Commissioner of Education's decision 7981.

5.3 (SUBCONTRACTUAL RELATIONS)

Agreement that State University Construction Funds clause and others are better than AIA Article.

5.4 (PAYMENTS TO SUBCONTRACTORS)

Agreement that State University Construction Funds clause and others are better than AIA Article.

(continued)

Sub-Paragraph 5.4.1 (PAYMENTS TO SUBCONTRACTORS):

Old and new 5.4.1: In order to expedite subcontractor payments, Committee has subscribed to the SUCF sub-payment clause.

Sub-Paragraph 6.1.1. (OWNER'S RIGHT TO AWARD SEPARATE CONTRACT)

Supplementary General Conditions should indicate if other contracts are to be awarded and the time sequence.

6.2 (MUTUAL RESPONSIBILITY OF CONTRACTORS)

Court rulings have relieved the Contractor for General Construction from being required to coordinate the work of other prime contractors on a multiple contract project. Reference G.B.C. v County of Oneida, Forest Electric Co. v State of New York and Commissioner of Education's decisions of Forrest, Inc. v Kingston and G.B.C. v Marathon 7849, 7981. (NYS AA and the AIA are on record as being in favor of a single contract system).

Sub-Paragraph 6.2.1. (MUTUAL RESPONSIBILITY OF CONTRACTORS):

Note: The multiple contract system does not contemplate a relationship between the separate prime contractors. Thus, the specifications should carry separate instructions to separate prime contractors concerning introduction and storage of their materials and equipment.

Sub-Paragraph is only valid when it pertains to a single contract system.

Sub-Paragraph 6.2.2. (MUTUAL RESPONSIBILITY OF CONTRACTORS):

One separate prime contractor has no responsibility to inspect the work of another separate prime contractor. Further, the right of inspection is reserved to the professional whose obligation includes supervising and inspection to insure fulfillment of plans and specifications. Whether one separate prime contractor's work is "fit and proper" cannot be the concern of another separate prime contractor on the same situs.

Sub-Paragraph 6.3.1 (CUTTING and PATCHING UNDER SEPARATE CONTRACTS):

Last line, omit "with the written consent" and add in place, "at the direction".

Sub-Paragraph 6.4.1. (OWNER'S RIGHT TO CLEAN UP):

In this State, electrical refuse is for the account of the electrical contractor, HVAC refuse for the account of the HVAC contractor, sanitary refuse for the account of the Plumbing Contractor. The public multiple contract statutes cite "the work" of the several functional classifications. Thus, were the principle of separation of contracts to be carried to its illogical extreme, the boxes which contain electrical equipment would be carried in by the electricians and should be carried out by electricians.

The same principle is exemplified in the temporary heat philosophy and policy recommended by the

NYSAA Contractor Relations Committee and adopted by the 1968 Convention. Since the multiple contract statutes do not differentiate between temporary and permanent HVAC, electrical and sanitary work, separate specs should be drawn and separate awards made for temporary work in the separate classifications set forth in Section 101, General Municipal Law (Section 135, State Finance Law, Section 151-a, Public Housing Law).

Sub-Paragraph 7.5.1 (PERFORMANCE BOND and LABOR AND MATERIAL PAYMENT BOND):

Architect should describe in detail specific Bond requirements. (Public work projects do not allow designate sureties). (Recommend only N.Y.S. licensed surety company be acceptable).

Sub-Paragraph 7.8.1 (TESTS):

Not complete enough in itself — special conditions must indicate scope of inspections, tests, approvals, etc.

Sub-Paragraph 8.1.3 (DEFINITIONS):

Next to last line substitute "can" for "may".

Sub-Paragraph 9.5.1.5 (PAYMENTS WITHHELD):

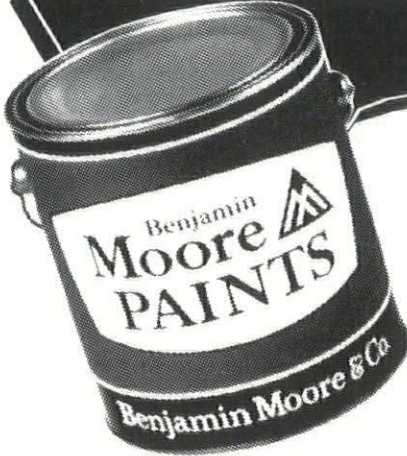
NYSAA 1967 Convention ruled this sub-paragraph unfair. Committee recommends Architects should discuss the possible omission of this requirement with the Owner and contractor on each project.

Sub-Paragraph 10.2.4 (PROTECTION OF THE WORK AND PERSONNEL):

Change "any", third line, to "his" (two places).

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New Specification For Heat During Construction

REPORT OF THE CONSTRUCTION HEAT SUB-COMMITTEE

12 April, 1973

The specification is an attempt to clearly delineate the responsibilities and the cost for heat during construction and therefore provide the Owner with cost savings and to provide incentive for all Prime Contractors to progress their part of the work. You should note that the word temporary does not appear in this spec. The Subcommittee felt by omitting this word, the "featherbedding" problem could be reduced if not completely eliminated.

The essence of the specifications is predicated on three very important points. First, that the Owner will be solely responsible for the coordination of the entire project

especially given separate Prime Contractors. Second, that the "approved progress schedule" will clearly tell all the Prime Contractors the progress that must be made to insure for efficient and timely construction. Third, that the Owner/Architect have made provisions in other parts of the contract documents for prompt resolution of all disputes through arbitration. The third point emphasizes the Subcommittee's intent to omit the Architect as final judge in the heat spec and allow for the resolution of disputes through an arbitrator or neutral party.

Two principles are also established within the heat clause. (1) the building shall be considered enclosed when the exterior surfaces are completed so as to exclude the elements and retain heat, and (2) that a standard shall be established to insure for adequate heat to protect completed work, to protect material and equipment being installed, to enable workmen to accomplish their work in a satisfactory manner and to maintain the approved progress schedule. The latter principle appears in all three phases of the heat spec.

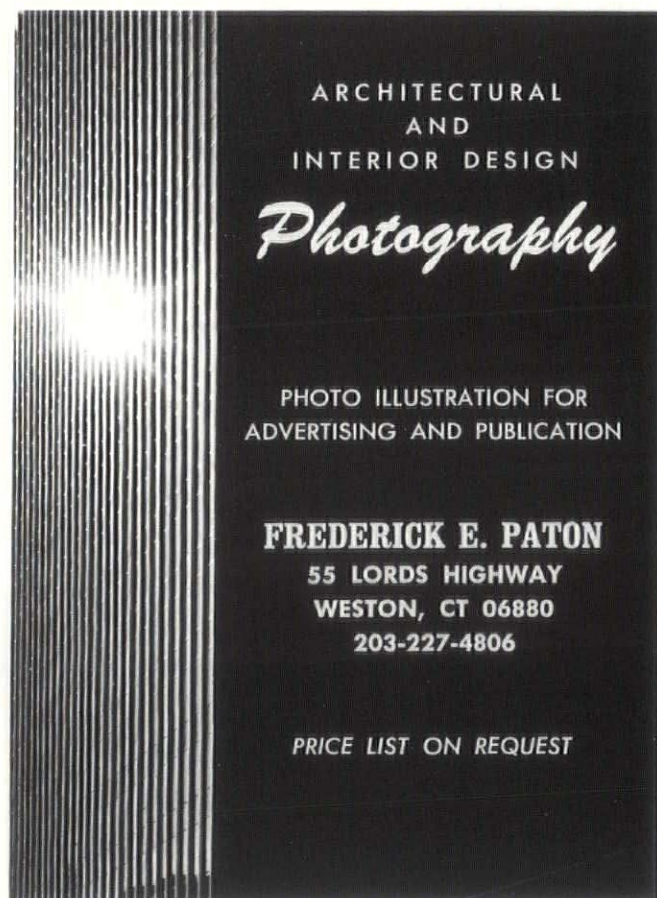
Finally, it should be noted that the number of days cited in 1.2.2. and 1.2.3. are only examples. However, the Subcommittee intended that the number of days used in 1.2.3. should be greater than those cited in 1.2.2. Also, temperature criteria is intentionally excluded because the specific temperature for various trade work should be included in other portions of the specs.

Arthur C. Friedel, Jr., Co-Chairman

Ralph H. Parks

Ronald R. Rucinski

(PROPOSED DOCUMENT ON PAGE 24)

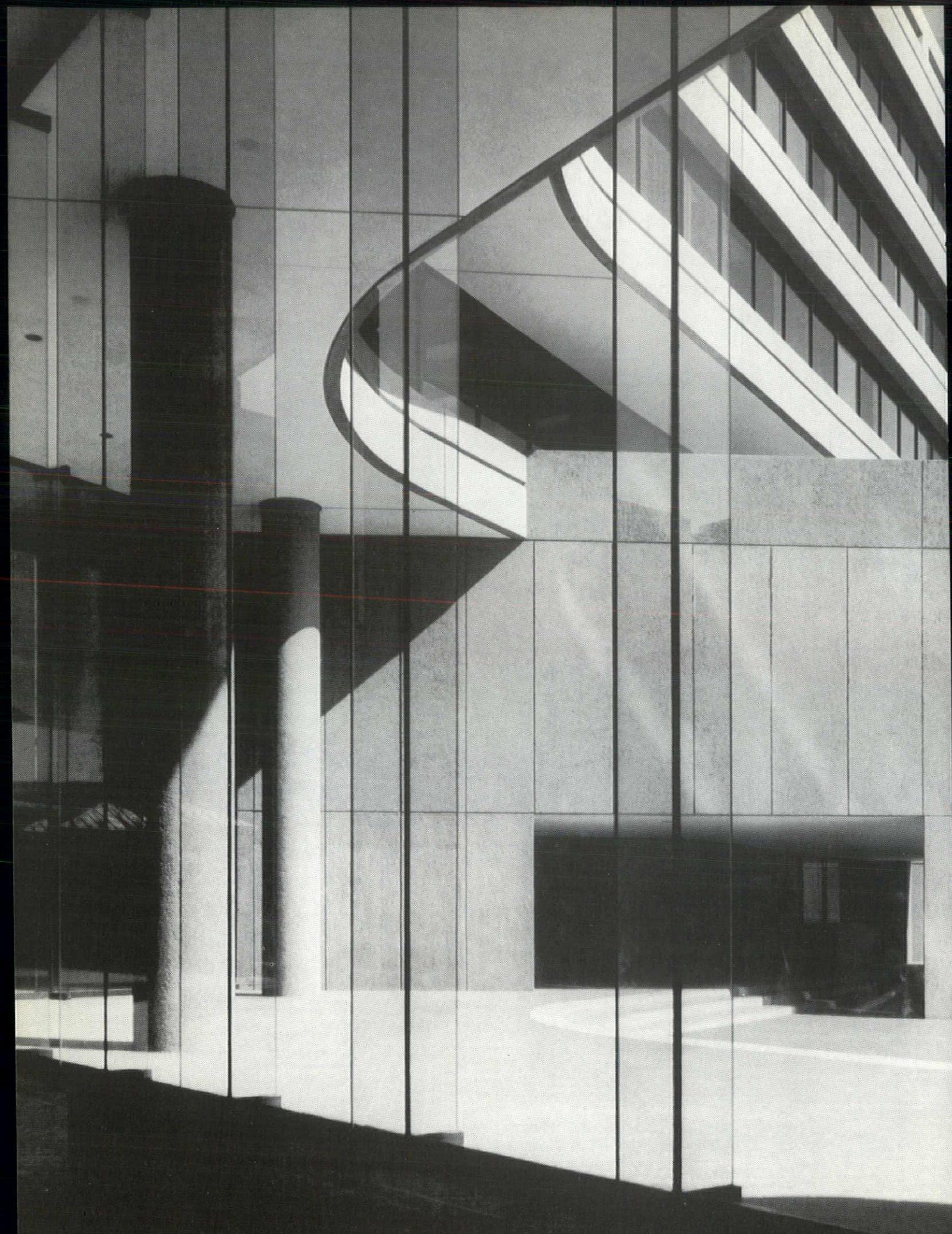


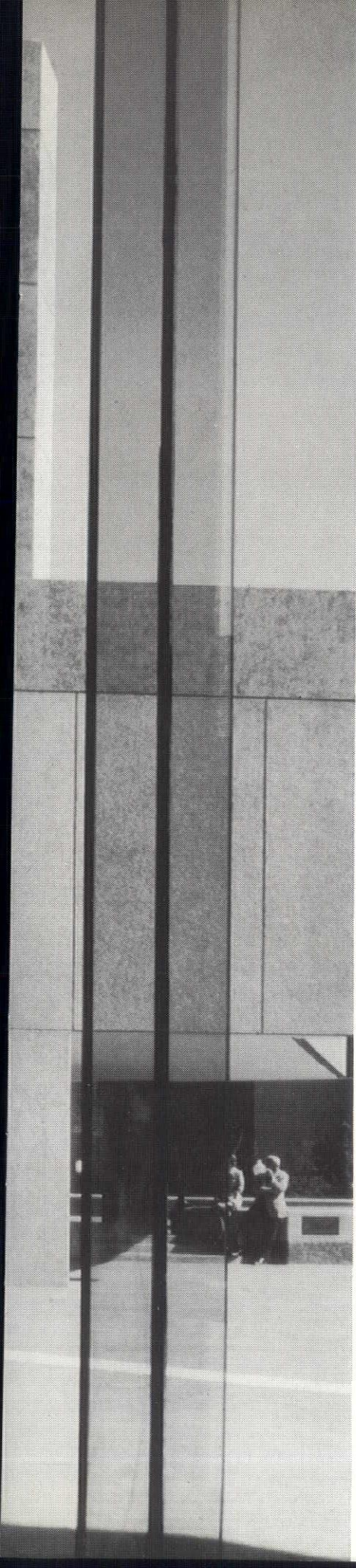
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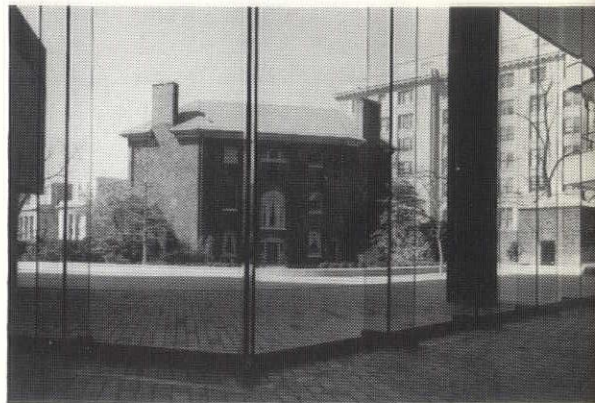
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NYSAA-GBC Specification For Heat During Construction

12 APRIL, 1973

1. HEAT DURING CONSTRUCTION

1.1 PHASE 1 — BUILDING NOT ENCLOSED

1.1.1 Prior to the time the building is enclosed, heat shall be provided by each Prime contractor, as required to accomplish the following:

- 1.1.1.1 Protect his completed work;
- .2 Protect material and equipment being installed;
- .3 Enable his workmen to accomplish their work in a satisfactory manner; and
- .4 Maintain the approved progress schedule.

1.1.2 The building shall be considered enclosed when the exterior surfaces are completed sufficiently to exclude the elements and retain heat. The General Construction Contractor shall make all permanent or, at his option, temporary enclosures of the exterior surfaces of the building to exclude the elements and retain heat as soon as practical in accordance with the approved progress schedule. It shall be the responsibility of the General Construction Contractor to notify the Architect and the other Prime Contractors that the building is enclosed.

1.2 PHASE II — BUILDING ENCLOSED — PERMANENT HEATING SYSTEM NOT READY FOR OPERATION

1.2.1 When the building is enclosed as defined in 1.1.2, heat shall be provided as hereinafter defined in 1.2 PHASE II, and as required to accomplish the following:

- 1.2.1.1 Protect completed work;
- .2 Protect material and equipment being installed;
- .3 Enable workmen to accomplish their work in a satisfactory manner; and
- .4 Maintain the approved progress schedule.

1.2.2 Within (e.g. 30) calendar days of notification of enclosure the General Construction Contractor, Plumbing Contractor and Electrical Contractor shall have sufficiently completed all work including required tests for which he is responsible to enable the Heating and Ventilating Contractor to sufficiently complete the permanent heating system and related controls and safety devices to enable the owner to accept and commence operations of the system.

1.2.3 Within (e.g. 60) calendar days of notification of enclosure the Heating and Ventilating Contractor shall have the permanent system and related controls and safety devices sufficiently completed, including required tests, to enable the owner to accept and commence operation of the system. The following items are not required to be complete:

- 1.2.3.1 Equipment and material required solely for the purpose of exhaust ventilation and in no way connected or related to the generation and distribution of heat, except as may be required for the proper operation of the components of the heating system being accepted.
- .2 Miscellaneous grilles, louvers, and covers.
- .3 Individual room temperature control which is in no way related to or connected to generation equipment temperature control; but, temperature control in areas other than the generation equipment shall be provided, and may be temporary in nature to control each basic area of the building as an individual zone.
- .4 Minor and miscellaneous insulation outside the Boiler Room.

1.2.4 It shall be the responsibility of the Heating and Ventilating Contractor to notify the Architect and the other Prime Contractors that the heating system is complete as required in 1.2.3.

1.2.5 The General Construction Contractor shall provide heat until the permanent heating system is operable as required in 1.3 PHASE III. All cost including but not limited to fuel and/or energy cost, for heat provided by the General Construction Contractor shall be paid for by the General Construction Contractor except as provided in 1.2.6

1.2.6 Any Prime Contractor who fails to progress his work as required in 1.2.2 and 1.2.3, and who thereby delays the completion of the work as required in 1.2. PHASE II, shall pay all cost of continuing heat as required under 1.2 PHASE II. Should two or more Prime Contractors fail to progress their work as required in 1.2.2 and 1.2.3 they shall jointly be held liable to pay all cost of continuing heat as required under 1.2. PHASE II.

1.2.7 The method of heat shall meet all applicable codes and ordinances. Heat provided by the General Construction Contractor under 1.2 PHASE II shall

be maintained at not less than 50°F unless lower temperatures are sufficient to meet the requirements of 1.2.1.

1.3 PHASE III — BUILDING ENCLOSED — PERMANENT HEATING SYSTEM OPERABLE

1.3.1 When those portions of the General Construction, plumbing, Electrical and Heating and Ventilating work are complete as defined in 1.2.2 and 1.2.3 the owner shall accept those portions of the work including related controls and safety devices and use, operate and maintain them to provide heat.

1.3.2 By accepting the permanent heating system and related controls and safety devices the Owner agrees to:

1.3.2.1 Begin the guarantee period for the work completed and accepted as of the date of acceptance;

.2 Assume full responsibility for the proper operation and maintenance of all accepted portions of the heating system;

.3 Provide sufficient heat; continuously to (1) protect completed work, (2) protect material and equipment being installed, (3) enable workmen to accomplish their work in a satisfactory manner, and (4) maintain the approved progress schedule;

.4 Pay all cost including fuel and/or energy cost for the operation and maintenance of the heating system.

1.3.3 Failure of any Prime Contractor to guard against unnecessary heat loss during 1.3 PHASE III shall render him liable for the resultant fuel cost.

1.3.4 Acceptance of the permanent system relates only to responsibility for damage caused by the owners neglect and normal wear and tear. No Prime Contractor is relieved of any contractual requirement for furnishing a complete and operating system in perfect condition at the completion of the work.

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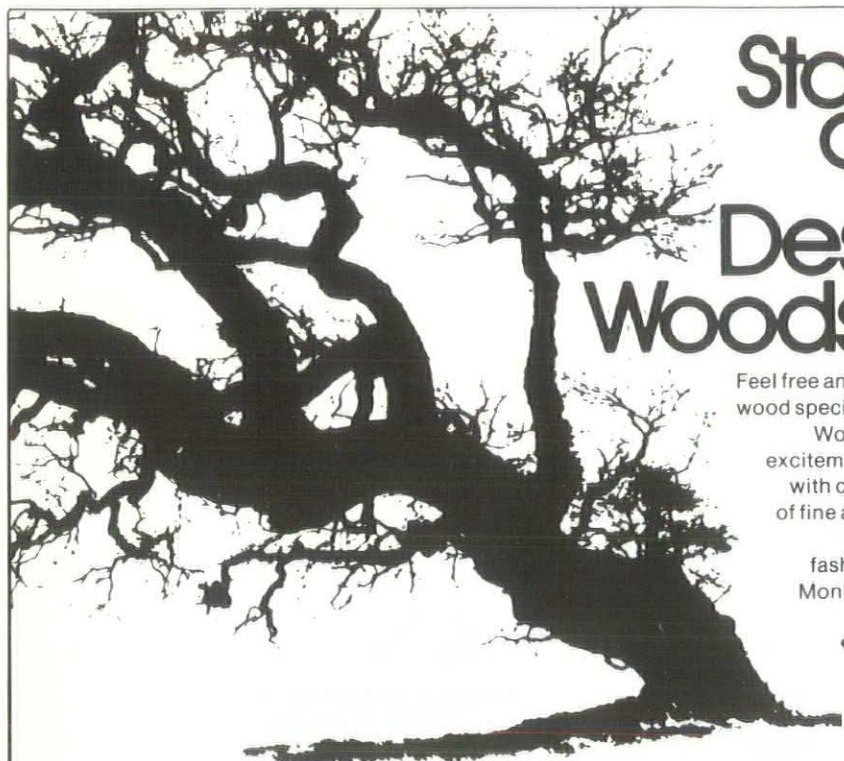
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Construction Management....

A Logical Extension!

by E. Gilbert Barker, A.I.A.

IMHOTEP & ASSOCIATES, 1 THEBES BOULEVARD were designing, administering and managing the construction of palaces and temples along the Nile long before the New York State University Construction Fund hired a Texas Architect to discuss FAST TRACK and all that jazz.

"Lord Jeffry Amherst was a Soldier of the King and he came from far across the sea . . . to the Frenchmen and Indians he didn't do a thing in the wilds of this WI-I-LD country. . ." goes the song and it is the very opposite of the truth for General Amherst did do a thing or two; more than 200 years ago he and his predecessors as Commander-In-Chief of All His Majesties' Forces in North America forged a chain of forts in defense against the French Fort St. Frederik, at Crown Point on Lake Champlain, and his subsequent domination of French Canada. Much of his success was due to quietly brilliant Military Engineer, Major Eyre, who designed, administered and managed the construction of British forts all across the Colonial Frontier.

Major projects that were accomplished by tens of thousands of Egyptians in a matter of decades, in our colonial times were done by thousands of men over a number of years and executed in our times by hundreds of skilled and semi-skilled men in a few years.

In each era clients have found solutions to public or private needs by utilizing the talents of Architects, Engineers and Builders. Only in recent times has the designer failed in some cases to fulfill his prerogatives and responsibilities of maximum control during the construction process. In his failure to take an aggressive role during the construction of his projects, the designer has failed his client, himself, and the builder — in that order. By reducing the scope of his service during the construction process the designing Architect or Engineer has too often left a vacuum that has, of necessity, been filled by others, usually less qualified and knowledgeable in guiding his project than he.

Construction Management is hardly a new concept. Nor is it a return to the Master Builder concept of old. Rather it is a logical return by the Architect and Engineer to a more thorough and responsible role in accomplishing his designed goals for a given construction project.

A more orderly, timely and economical construction process is the goal of the A.I.A. and a logical extension of the Basic Services as described in today's A.I.A. documents.

That most certainly is a goal publicly sought by each of the several state and national Architects', Engineers', and Contractors' groups. This goal can be and is being reached by Architects willing to apply their expertise and intimate knowledge of their design to a more complete service prior to and during the construction process.

Call it Construction Management if you will; it most certainly is not General Contracting.. It involves more service to be sure and getting paid to do a more thorough job. Much of what needs doing has for years been done by conscientious Architects, Engineers, and General Contractors without adequate compensation... and often done less than adequately.

While much has been or is being written about Construction Management in relation to projects of large scope and value, we have found that similar methods and attitudes can be successfully applied to smaller projects by smaller design offices.

The following discussion offers the thoughts and experiences of a small Architect-Engineer office (never more than 15 total staff) and invites commentary from the readers of this article.

THE PROBLEM: 1. Dissatisfaction within our own office of the time span and constructed results under the so-called traditional system of design, bid and build.

2. Dissatisfaction with the lack of uniform, predictable and knowledgeable coordinating talent within the staffs of many contractors bidding under either multi-contract or single contract methods.

3. Dissatisfaction and frustration with the time and effort seemingly required to schedule, coordinate, to cajole or coerce multiple or sub-contractors towards excellence in minimum time.

4. Continual frustration with lack of control during the construction process due to insufficient compensation from the Owner and lack of authority over the Contractor, due to the existing scope of Basic Services and established SOP.

THE CONCEPT OF CONSTRUCTION MANAGEMENT varies with the practitioner and may properly vary with the project. As we have seen fit to practice it, it is a logical and actual extension of the Basic Services described in various A.I.A. Owner-Architect documents. We see it as an involvement that commences at the conception of a project, broadening in scope as the job evolves until, during the construction phase, it compliments and supplements

the normal Administration of the Contract Documents. Properly practiced, we see it as an integral part of the entire Basic Services, expanding those services to apply control and expedition where presently inadequate or lacking. It appears that this can be accomplished within the total cost Owners now pay for the entire design and build process.

Early bidding of subsystems becomes entirely feasible so long as the assignment of contracts is scrupulously avoided. Much of the project can be bid and contracted for well prior to the usual bidding date.

THE LOGICAL EXTENSION AS APPLIED TO SMALLER PROJECTS has been successfully employed in a number of projects of varying building types (industrial, educational, and office occupancy) for private, corporate and institutional clients. There appears to be no legal restraints to this extension being employed on public works.

Our normal construction coordination team forms the nucleus for this added service to our clients. They can and should contribute to the design and drawings development effort much more than previously. By a process of training, retraining and supplementing our regular staff we have been able to clarify, justify and expand our abilities and services, with the goal of accomplishing projects more quickly . . . from which should accrue more satisfaction and profit to Owner, Architect and Contractor alike.

The essence of our Management service lies in the coordination of bidding and construction by many prime contractors, with the awesome potential of one for almost each separate section of the specifications! In practice we have bid the jobs in some 20 Work Groups, which generate a lesser number of contracts since some qualified contractors successfully bid more than one Work Group. Our Construction Coordination team handles the Bidding Phase, with backup supplied by the Project Architect or Engineer and his design/production crew. For an insight into the machinery developed by us see the enclosed Index to Project Manual, Special Conditions and Bid Proposal forms. Obviously, the client must be convinced that it is his best interest to sign all those contracts and to issue all those checks each month...

(Note: multiply by 10 your usual manpower budget for Bidding and contract preparation services!).

If you are by now overwhelmed, even though your hypothetical project is not yet under construction, reflect on our forbear Imhotep who likely had his building stone delivered F.O.B. job site by one contractor, with installation by another, with dates and warm camel's milk provided mid-day by yet another prime contractor. (Historical note: Slaves, rollers, whips and other construction means, methods and devices shall be the responsibility of the Contractor and not the responsibility of the Architect!)

Our frustration during construction is apparently not a unique experience as others join us in expressing a new thrill from the ready cooperation and good will being practiced by these numerous separate prime contractors on projects executed under a Construction Management

concept. This gratifying development can be attributed to a few basic factors. These include a sense of purpose in expediting the job with the attendant reduction in overhead and a feeling of independence and stature among those contractors who have traditionally sub-contracted to a general.

The presence on the job of a Construction Coordinator with authority to speak for the Architect is not the least of these factors.

Coordinating so many contractors requires many more manhours than our usual Basic Services. Our liability may be increased although that hardly seems possible. It is undesirable to fracture a job into too many very small contracts. It is necessary to have a genuine contingency fund available to cover omissions and unforeseen items of cost, probably a less costly method than to pay a General Contractor for his opinion of what this will be. With each contractor bonded, the likelihood of failure is dissipated to a number of smaller risks.

We have deemed it desirable to package a number of basic operations into a General Contract that may better be called a Miscellaneous Contract. In this we include Building & Utilities, Excavation & Backfill, poured-in-place Concrete foundations & floors labs, Masonry, Carpentry, installation of Hollow Metal Doors and Frames, installation of Wood Doors and Hardware. Almost all other work can be successfully bid and put in place by separate contractors. Some advantages are apparent in having the Miscellaneous Contract work performed under a negotiated Cost-Plus contract with an upset price on the original scope of his work. All other contracts can be bid or negotiated Lump Sum.

We now have reason to believe that these concepts and methods can be successfully applied to any magnitude of project, by modulating the scope of service to the needs of the job. A recent incident teaches us to believe we are on the right track when a state wide General Contractors organization boycotted one of our jobs thus bid. Such childish restraint of trade must give way to willing cooperation in testing new methods of constructing buildings. The project was successfully and competitively bid by a number of non-member contractors.

We have solicited and received combinations of bids resulting in comparative figures for many contracts vs the usual 3-5 or even single contract bids. Our experience indicates a savings to the Owner of 8-12% on many contracts under Construction Management. A portion of this savings will be consumed by the Architect's increased compensation. The Owner stands to gain from a shortened design-build sequence, a better coordinated project and perhaps some cold cash also. Every Contractor will benefit from a well coordinated and expedited job, and the Architect . . . well, let me know how you make out.

EDITOR'S NOTE: This article is intended to stimulate discussion. Readers are urged to address their comments and experiences directly to Mr. Barker and/or the Building Industry Coordinating Committee of NYSAA at 441 Lexington Ave., N.Y., N.Y. 10017.

Construction Team Approach

By Ronald Richard Rucinski, AIA

1. CONCEPT

A. In a construction team project a client enters into contracts with design and construction professionals to deliver a project while controlling the variables of quality, cost and time.

The construction team, usually composed of the owner, an architect with his consulting engineers, and a contractor/construction manager, can work effectively together in decision making through all phases of the project, including:

- site selection.
- project programming.
- design.
- budgeting, including life cycle costing.
- time scheduling.
- construction.
- occupancy.

Continuous input of the expertise of the team members leads to a high degree of control over the process, which in turn controls the product.

B. The advantages of the construction team approach include:

- owner participation in decision making for all phases of design and construction, which permits owner to obtain desired end product and most value for each dollar expenditure.
- architect and contractor/construction manager interests parallel owner's since adversary relationship does not exist.
- in making decisions, options can be considered on the basis of quality, cost, and time factors.
- time from conception to occupancy can be reduced since construction can be started before detailed planning is complete.
- competitive bidding can be used for all units of work under the direction of the contractor/construction manager.
 - where desirable, the contractor/construction manager can also cost and perform work.
- latest technology and current market conditions are readily incorporated into decision making.
- revisions can be made efficiently to adjust to changes in the owner's needs, or to further control costs or schedules throughout the duration of the project.

C. There are some disadvantages:

- a guaranteed cost does not exist when the owner begins construction cost commitments.
 - costs for all units of work could be established before construction begins, but this extends the time schedule.
- only a limited number of contractor/construction managers and architects have the experience and understanding of each other's field to function effectively as a team.

2. PROCESS

The following outlines a process for the construction team approach. The outline assumes phased planning, design and construction to minimize the time to occupancy. The same activities would apply to a linear process.

A. Select construction team on basis of qualifications and experience.

—architect and contractor/construction manager may contract separately with owner or one may be a subcontractor to the other.

—separate contracts raise fewer legal questions and give each member of the team equal importance.

B. Document owner's functional, social and economic goals, and policies.

C. Evaluate and/or select site on basis of:
suitability for project.

- natural attributes and liabilities.
- site development cost, including purchase cost or value.

D. Program owner's needs and establish tentative budgets and time schedules concurrently with site evaluation.

E. Establish criteria and priorities for building systems including thermal and visual environment.

F. Initiate conceptual design and concurrently investigate costs and availability of alternate building systems.

G. Develop design, budget and time schedule.

H. On approval of over-all design begin documentation of building systems for bidding, award and construction.

I. Continue developing detailed design and additional construction contract awards.

J. Continually monitor actual costs and time schedules, making adjustments where necessary to achieve owner's goals.

K. On completion of construction, occupy project, start up operating systems and advise personnel in operation and maintenance.

L. Evaluate project after initial occupancy in terms of goals initially established.

EDITOR'S NOTE: Ron Rucinski is a partner with Donald J. Stephens Associates, Architects located at Loudon and Menand Roads, Loudonville, New York, 12211.



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ADIRONDACK SEMINAR



*Quentin Reutershan (standing at left)
moderates the panel discussion
relating to the future.*

This seminar was convened in the Adirondack area to bring information to concerned citizens who seek further enlightenment on the thorny issues involved with private land use in the environs of the Adirondack Mountains.

Particular invitations were sent to Planning Board members, village, city, town and county officers, Chamber of Commerce members, conservationists, Zoning Board members, businessmen, landowners, and design professionals in the park area, as well as neighboring areas.

The Science Center of Clarkson College at Potsdam, a 1972 award-winning building by the Perkins & Will Partnership, was the scene of the meeting. Ninety-seven people attended to hear professionals discuss their viewpoints.

The speakers were divided into three areas of discussion:

THE BACKGROUND:

Moderated by Mr. Robert Trowell, AIA

Participants were:

Dr. James Davis, of the Geological Survey, N.Y.S. Museum & Science Service

Mr. William Verner, Curator of the Adirondack Museum

Mr. Ronald Pedersen, N.Y.S. Deputy Commissioner of Environmental Conservation

THE IDEAL:

Moderated by Mr. Roger Hallenbeck, AIA

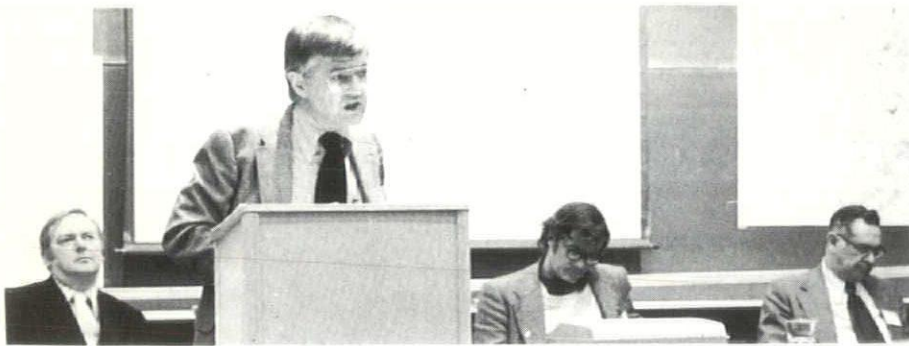
Participants were:

Mr. Vincent Moore, Landscape Architect, of Saratoga Assocs.

Mr. Kenneth Brown, of Barton, Brown, Clyde & Loguidice

Mr. William Conklin, of Conklin & Rossant, Architects

(continued)



William Conklin, FAIA, discusses ideal conditions in the planning process, flanked by Roger Hallenbeck at left, Vincent Moore and Kenneth Brown

THE REALITY:

Moderated by Mr. James Glavin, ASLA
 Mr. Allan Mazur, of Department of Sociology, Syracuse University
 Mr. Edward Parry, Senior Vice-President of Marine Midland Bank Central
 Mr. William Kissel, Counsel, of Adirondack Park Agency

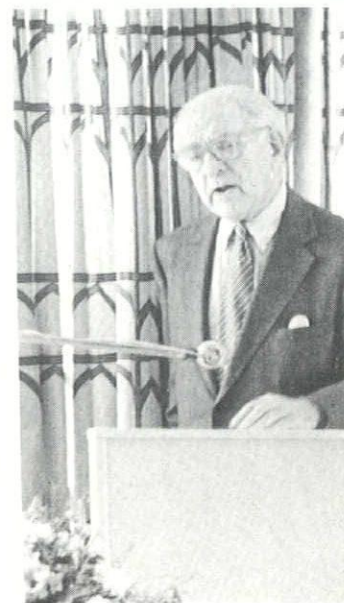
THE FUTURE:

An open forum between speakers and participants moderated by Mr. Quentin Reutershan, AIA Chairman of the Task Force responsible for the seminar.

At luncheon, Mr. Albert Mayer, FAIA, one of the professions leading planners, presented his overview of the Adirondack Park Plan. In general he praised the care with which the Plan was conceived and lauded its potential for controlling development in the Adirondack Park Area.

The participants were impressed with the highly professional presentations of the speakers. Although no particular viewpoint was being espoused regarding the Adirondack Park Agency's Plan, it was apparent that the majority of the speakers showed high concern for the Park Area and were in favor of controlling its land use in some manner.

Albert Mayer, FAIA, dean of American Planners addressed the luncheon gathering on his views concerning planning and the Adirondack Park Plan



The seminar was organized under the sponsorship of the Central New York Chapter AIA, the Eastern New York Chapter AIA, and the New York State Association of Architects — formulated by a Task Force of Robert Torwell, AIA, James Glavin, ASLA, Roger Hallenbeck, AIA, and Quentin L. Reutershan, AIA, Chairman of the Task Force.

Great credit should also be given to Clarkson College and their Director of Technical Information Center, Mrs. Doris Frazer.

A complete transcript of the speakers presentations are available. Those interested in receiving copies are requested to send five dollars (\$5.00) to Quentin Reutershan, AIA, 64-70 Market Street, Potsdam, New York 13676.

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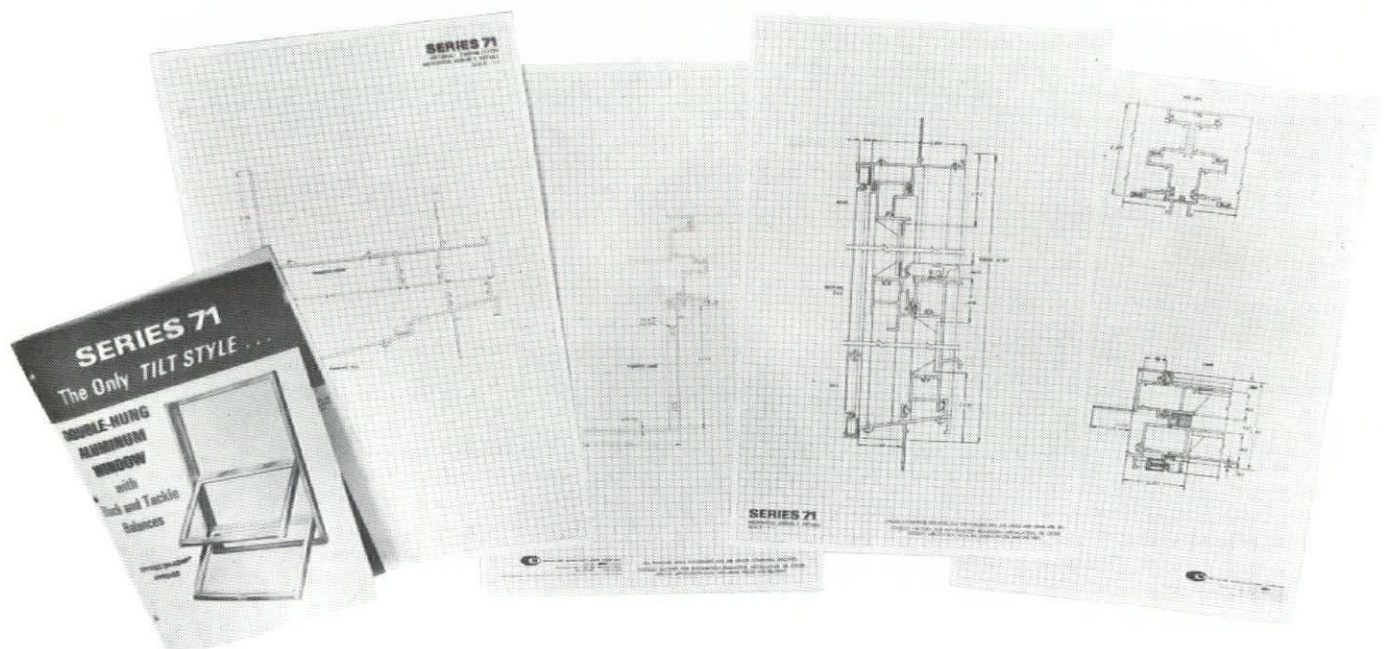


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BY-LAWS OF NYSAA/AIA

Edition 1972

1973 By-Law Revisions Recommended by the Board for Adoption at the 1973 Annual Convention appear in *Italics*.

BY-LAWS OF THE NEW YORK STATE

ASSOCIATION OF ARCHITECTS, INC.

| | |
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ARTICLE I — Name, Organization, Purpose, Jurisdiction, Vested Interest

Section 1 — Name

The name of this organization is the New York State Association of Architects, Inc. It is a state organization of the American Institute of Architects.

Section 2 — Definitions

- (a) In these By-Laws, the New York State Association of Architects is referred to as the Association.
- (b) The terms "Institute", "Chapter", or "Section of a Chapter" shall refer to the American Institute of Architects as incorporated under the laws of the State of New York, or to its local Chapters established or to be established in the future within the area hereinafter described.
- (c) The term "Society", if not affiliated with the Institute, shall refer to a presently established constituent organization.
- (d) The term "Board" shall refer to the Board of Directors of the Association and "Director", to a member of the Board. "Committee", "Officer", "Members", "Meetings" or similar designations shall pertain to the Association.

Section 3 — Organization

- (a) The Association is a non-profit membership corporation, duly incorporated on January 14, 1931, under the Membership Laws of New York State, as "The Council of Registered Architects". By court order on November 22, 1937, the name was officially changed to "The New York State Association of Architects, Inc."
- (b) The government of the Association shall be by members thereof in annual or special meetings assembled, and by the Board of Directors and its Executive Committee as hereinafter proscribed and defined in these By-Laws.

Section 4 — Purpose

- (a) The Association shall function as the statewide representative on matters of interest affecting the constituent members of the Association.
- (b) The purpose of the Association shall be to organize and unite in fellowship the architects within its territorial limits, to combine their efforts so as to promote the aesthetic, scientific and practical efficiency of the profession; to advance the science and art of planning and building by advancing the standards of architectural education, training and practices; to coordinate the building industry, and the profession of architecture to insure the advancement of the living standards of our

people through their improved environment; and to make the profession of ever-increasing service to society.

(c) The Association may borrow and lend money and own property of all kinds, movable or immovable, and engage in other activities which may be incidental to any of the above purposes.

(d) The Association may act as trustee for scholarships, endowments, or trust of philanthropic nature.

(e) This enumeration of purposes shall not be construed as limiting or restricting in any manner the powers of this Association, but the Association shall have all of the powers and authority which may be conferred upon nonprofit corporations under the provisions of the laws of the State of New York.

Section 5 — Jurisdiction

(a) The territorial area of the Association, in which its operations are principally to be conducted, is the State of New York and such additional areas as may be assigned to its jurisdiction by the Institute.

(b) The place of its business address shall be the central office of the Association, to be determined by action of the Board.

Section 6 — Vested Interest

Title and interest in real and personal property of the Association are vested, and shall remain so vested in the Association until it is dissolved, and its affairs terminated for the benefit of the constituent organizations. Distribution of such property and interests, if any, shall be commensurate with the recorded tabulation of accredited delegates to the immediately preceding annual meeting of the Association.

ARTICLE II — AUTHORITY

Section 1 — Rights and Powers

All the rights and powers which may be exercised by the Association shall be vested in the membership. These rights and powers shall be subject to exercise or change by the delegates of constituent organizations accredited to the Annual meeting, or to any duly called special meeting of the Association.

Section 2 — Administration

- (a) The Board, as herein defined, shall manage, direct, control and administer the property, affairs, and business of the Association. It shall put into effect all general policies, directions and instructions adopted at meetings of the Association. It shall act for the Association in all matters within the jurisdiction granted it by these By-Laws and the membership. It shall authorize and assign such duties and responsibilities as it may deem necessary to carry on the work of the Association.
- (b) At its first meeting following the Annual Meeting, the Board shall designate the officers and/or employees of the Association who shall be authorized to sign checks for the distribution of the general funds of the Association.
- (c) At such times as may be appropriate, the Board shall also designate those persons who have the authority to disburse funds in any special accounts that may be created with the approval of the Board. The Board shall govern the expenditure of all funds, of whatever nature. No officer, director, board member, committee chairman, committee member or employee of the Association shall incur any financial obligation, on behalf of the Association, without first having obtained the approval of the Board.

Section 3 — Central Office

- (a) The Association shall establish and maintain a central office, and may retain the services of a salaried Executive Director, together with such additional employees as may become necessary to conduct its affairs.
- (b) The Board, or its designated Committee, shall as will permit him to assume charge of, and direct, the professional, technical and staff duties of the Association.
- (c) The Board, or its designated Committee, shall establish the responsibilities and procedures in the operation of its central office.

BY - LAWS (continued)

(d) Contractual relations between the Association and Executive Director, including remuneration and duties, shall be ratified by the Board, who shall direct the President to execute the contract on behalf of the Association.

(e) The Executive Director shall not be a voting member of the Board, nor any of its appointed committees, and need not be an Architect.

ARTICLE III - CONSTITUENT ORGANIZATIONS

Section 1 - Responsibility

Each constituent organization shall adopt and be governed by By-Laws not inconsistent with these By-Laws.

Section 2 - Membership

Membership in constituent organizations shall be limited to persons of good character, allied with the profession of Architecture who further qualify under one of the categories of Article IV of these By-Laws.

Section 3 - Representation

(a) Each constituent organization shall be represented at all Annual and Special meetings of the Association by delegates or alternates, as provided by Article IV of these By-Laws.

(b) Each constituent organization shall be represented on the Board of the Association by one Director duly elected, and qualifying under Article IV of these By-Laws.

(c) The term of office for each Director shall be for one year, or until his successor is elected. No Director shall serve for more than three consecutive terms, nor thereafter shall he be eligible for membership on the Board until the elapse of one year following the expiration of his last term of service.

(d) Immediately following the election of a Director, the secretary of that constituent organization shall so inform the central office of the Association. The Executive Director shall disseminate this information to the remaining Directors and Officers by letter, and to the membership by publication in the next regular issue of an Association publication.

Section 4 - Rights and Limitations

Except as provided in Article I, Section 6, no constituent organization shall have title or interest in any property or assets of the Association; nor shall it be liable for any debts or obligations of the Association, unless such debts or obligations have been duly authorized by a meeting of the membership.

Conversely, the Association shall have no title or interest in the property or assets of a constituent organization, nor shall it become liable, or presumed to be liable, for the debts or obligations of any of its constituent organizations.

ARTICLE IV - MEMBERSHIP - CLASSIFICATION, RIGHTS AND PRIVILEGES

Section 1 - Constituent Members

(a) All Corporate members of the Institute who are, or hereafter may be elected to membership in the Chapters and Sections of Chapters within its jurisdiction shall automatically be constituent members of the Association.

(b) All full members who are, or hereafter may be elected to the Society of the Association, shall automatically be constituent members of the Association.

(c) A constituent member in good standing, may exercise all the rights and privileges granted under these By-Laws. He shall be entitled to serve as a delegate or alternate with voting privileges in any meeting of the Association; to serve as chairman or member of any committee which the Association may create; and be eligible for election as an officer or director of the Association.

(d) Only those members of the Association who are also corporate members of the Institute shall be entitled to vote on matters affecting the Institute, or represent the Association in meetings with the Institute.

(e) A constituent member shall possess a current registration as Architect in the State or territory having jurisdiction over the Chapter, Section of Chapter or Society with which he is affiliated, except that the Board may, upon application, admit to membership in the Association, a corporate member of the Institute who is currently registered by an authority outside its jurisdiction.

Section 2 - Professional Associate Members

(a) All professional associate members who are or who hereafter may be elected to Chapters or Sections of Chapters, may be professional associate members of the Association.

(b) A professional associate member in good standing may exercise all rights and privileges granted to constituent members, except for the following restrictions:

1. He shall not be eligible to serve as chairman or member of any committee of the Association concerned with disciplinary matters, or Institute business or affairs.

2. He shall not be eligible for election as an officer or director of the Association.

Section 3 - Associate Members

(a) Those persons who may not be registered Architects, but who are allied with the profession of Architecture and who further qualify as associate members of a Chapter, Section of a Chapter, or Society, under its By-Laws, may become an Associate Member of the Association.

The policy of each constituent organization shall determine whether associate membership in the Association shall be mandatory or optional.

(b) An associate member shall be entitled to attend all meetings of the Association and participate in all functions attendant thereto. He shall be entitled to speak on any matter brought before such meetings. He shall not, however, be eligible for election or designation as a delegate or alternate representing a constituent organization, nor shall he have voting privileges at any meeting of the Association.

(c) An associate member shall be eligible to serve as a member but not chairman, on any committee which the Association may create, provided that such committee has not been charged with policy-making, disciplinary action, or Institute business or affairs; and shall not be eligible for election as an officer or director of the Association.

Section 4 - Members Emeritus

(a) A constituent member of the Association who has retired from active practice, or has become incapacitated to the point that he is no longer able to engage in architecture, may apply for classification as Member Emeritus, provided that he has been a member in good standing in the Association for fifteen successive years immediately preceding his application for this classification. Such application shall include evidence of his eligibility to become a Member Emeritus of the constituent organization with which he is affiliated.

The Board of the Association, at its discretion may recognize membership in architectural organizations outside its jurisdiction as partial qualification for this classification.

(b) Except for the payment of dues, as elsewhere provided in these By-Laws, a Member Emeritus shall have all rights and privileges of a constituent member of the Association.

Section 5 - Professional Affiliate Members

(a) All professional affiliate members of the Institute who are or hereafter may be assigned to Chapters or Sections of Chapters, may be professional affiliate members of the Association.

(b) As defined by the Institute, a professional affiliate may be a registered architect, and he may be an engineer, planner, landscape architect, sculptor, muralist or the artist or professional whose principal field of activity is related to the profession of Architecture. Such persons shall register in their profession, where such legal requirements exist, and where no such requirements exist shall have established worthy professional reputations.

(c) A professional affiliate member shall be entitled to attend all meetings of the Association and participate in all functions attendant thereto. He shall be entitled to speak on any matter brought before such meetings. He shall not, however, be eligible for election or designation as a delegate or alternate representing a constituent organization, nor shall he have voting privileges at any meeting of the Association.

(d) A professional affiliate member shall be eligible to serve as a member, but not a chairman, on any committee which the Association may create, provided that such committee has not been charged with policy-making, disciplinary action, or institute business or affairs; and shall not be eligible for election as an officer or director of the Association.

(e) The dues of a professional affiliate member shall be as determined by the Directors of the Association.

Section 6 - General Provisions

(a) All members in good standing of the Association, in the categories above listed shall receive each issue of the publications of the Association, together with such bulletins, documents, and items of information as may be, from time to time, disseminated to the general membership.

(b) No member of the Association who is in default with the Institute, a Chapter or Section of a Chapter of the Institute, or the Society affiliated with the Association shall be considered

a member in good standing of the Association. Termination of membership in any of the above organizations shall automatically result in termination of membership in the Association. (c) No member who is in default with Association shall be considered a member in good standing in the Institute, in any of its Chapters or Sections of Chapters, nor in the Society affiliated with the Association. Termination of membership in the Association shall automatically result in termination of membership in the Institute, to the Chapter or Section of Chapter to which he was assigned, or to the Society of which he is a member.

(d) *If a member is in default for any Association dues as of August 31, of that fiscal year, his membership shall be terminated, provided, however, that at least 30 days prior to action of termination the secretary shall notify, in writing, any member who dues are in default, indicating the amount of his default and warning him of the impending termination. Other than this final notice, the Association shall not be required to notify any member of his default.*

(e) Restoration of membership in the Association by a member in default shall be by affirmative action by the Board. No action shall be taken by the Board until it has been found that:

1. The member in default has satisfactorily discharged his obligations to the Association. Unless the Board rules otherwise, the member shall make full payment for all dues and assessments in arrears.
2. The member in default has maintained (or restored) his membership in the Institute and a Chapter or Section of Chapter of the Institute, or the Society affiliated with the Association.
3. After receipt of the above qualification the Board may confer or deny restoration of membership without prejudice or explanation.
4. There will be an administrative charge of Five Dollars (\$5.00) for reinstatement of a member in default.

Section 7

Memberships assigned voting strength. Any member belonging to more than one constituent organization shall notify the Treasurer of the Association which constituent organization he wishes his voting strength to be assigned. If the member does not file such declaration, then the Treasurer of the Association shall assign the member's voting strength to the constituent organization to which he is assigned by AIA.

ARTICLE V — MEETINGS

Section 1

The Association shall hold an annual meeting between September 1 and December 31, the time and place as determined by the Board. Notice of the meeting shall be included in the official publication of the Association and may be included in supplemental bulletins distributed to the membership.

Section 2

Upon a majority vote of the Board, the President may call a special meeting of the Association, provided notice of such meeting is mailed to each member of the Association not less than thirty days prior to its date. Such notice shall state the purpose for which the meeting has been called.

Section 3

All rights, powers and privileges of annual and special meetings, granted under the laws of the State of New York and as further defined in these By-Laws, shall be vested in and may be exercised by duly accredited delegates, or their alternates, of constituent organizations of the Association. Delegate and alternates shall be those members in good standing in the Association who qualify under other provisions in these By-Laws.

Section 4

Not less than thirty days before the opening of an annual meeting or special meeting, the Treasurer of the Association shall notify the Secretary of each Constituent organization, and the central office of the Association, as to the number of delegates to which that organization is entitled.

A member who has not paid his current dues prior to Sept. 11 shall be in default.

Determination of delegate strength shall be according to the following:

If the number of constituent members in constituent organizations who are not under suspension nor default to the Association is between: (Number of constituent members)

| No. of Constituent Members | No. of Delegates |
|----------------------------|------------------|
| 1 to 20 | 3 |
| 21 to 30 | 4 |
| 31 to 40 | 5 |
| 41 to 50 | 6 |
| 51 to 60 | 7 |
| 61 to 70 | 8 |
| 71 to 80 | 9 |
| 81 to 90 | 10 |
| 91 to 100 | 11 |

Then the number of member delegates entitled to be accredited to represent them shall be: (Number of delegates)

Beyond 100, for each additional, from one to 20 constituent members, one additional delegate.

Not less than 10 days before the opening of the Annual Meeting or special meeting, the Secretary of each constituent organization shall notify the Association of the names of all delegates and the names of all alternates that have been designated to represent that constituent organization.

Section 5

At any meeting of the Association, the full vote assigned to a constituent organization shall be apportioned among the accredited delegates.

The fixed voting strength shall be one vote per delegate. Each delegate shall cast his vote in person. In the event a delegate is not present to cast his vote, then the accredited alternate delegate shall cast the vote in person. In the event the accredited delegate and alternate delegate are not present to cast the vote, then the delegate may submit a sealed, signed, written ballot that may be presented to the presiding officer or other person or Committee conducting the vote by any member in good standing of that constituent organization. In no event shall a delegate or alternate delegate transfer the vote to any other delegate, alternate delegate or other person. If the delegate and the alternate delegate cannot be present for the vote and a signed ballot by the delegate is not presented, then that one vote cannot be cast.

Section 6

At any meeting of the Association, a quorum shall consist of not less than one-third of the total number of accredited delegates, provided they represent not less than one half the number of constituent organizations.

Section 7

A Credentials Committee consisting of no less than three members nor more than seven members shall be appointed by the Executive Committee. The Credentials Committee shall insure that all delegates and all alternate delegates are duly accredited and registered as present so that they may cast their votes and are issued official identification.

Any member in good standing may address a meeting of the Association but only accredited delegates or their alternate, present and duly registered with the Credentials Committee and wearing the official identification presented by the Credentials Committee may vote. It shall be the responsibility of the Credentials Committee to rule on any and all disputes in reference to the accreditation of any delegate and alternate delegate.

Section 8

The Board of Directors shall hold not less than four regular meetings each year. One of these shall be held within ten days following the adjournment of the annual meeting. The time and place of all sessions shall be as determined by the Board.

Section 9

The President may call a special meeting of the Board and shall call a special session at the written request of any five members of the Board. Only business stated in the call and notice of a special session shall be transacted thereat; provided however, that either the call and notice or the limitation as to the business to be transacted or both, may be waived by the consent of the majority of the members present at said session. Written notice shall be mailed not less than five (5) days prior to the date of such session.

Section 10

A majority of the total membership of the Board, excluding exofficio members shall constitute a quorum at all its meetings.

Section 11

An immediate past president of the Association who has served one full term as president, and is a member in good standing, shall be an exofficio member of the Board, with voting privi-

BY - LAWS (continued)

leges for one year following the expiration of his term as president. Thereafter he shall have lifetime membership in the Past President's Council.

Section 12

The parliamentary usage governing the conduct of all meetings shall be as set forth in "Robert's Rules of Order Revised," when not inconsistent with these By-Laws.

ARTICLE VI - NOMINATIONS & ELECTIONS

Section 1

At the first meeting of the Board following the annual meeting of the Association, the members present shall elect a nominating committee of five constituent members. No more than two of these shall be a past president of the Association, nor shall any member be eligible to succeed himself until one term has elapsed.

This committee shall:

- (a) prepare a list of nominees, designating one name for each of the open elective offices.
- (b) recognize, and also place in nomination, for any open elective office, the name of any qualified candidate, for whom it has received petitions, from three or more constituent organizations, each signed by five or more constituent members in good standing.
- (c) All nominating petitions shall be delivered to the nominating committee at least sixty (60) days prior to the opening of the annual meeting. The committee shall make its report to the Secretary of the Association at least forty (40) days prior to the opening of the annual meeting. The secretary, in turn, shall mail a notice of the nominations to the Secretary of each constituent organization, at least thirty (30) days prior to the opening of the annual meeting.

Section 2

In addition to the provisions of the preceeding Section, it shall be the responsibility of the Nominating Committee to notify the membership of the Association through one of the official publications of the Association as to the Bylaw requirements for having one's name placed in nomination. This notification shall appear in the official publication at least 120 days prior to the opening of the Annual Meeting. Nominations from the floor of the Annual Meeting or in any other form except as described above shall not be accepted.

Section 3

At each annual meeting the officers shall be elected as herein-after provided, and shall hold office until their successors have been elected. In the event of a contest for any office, such election shall be by secret ballot. *This secret ballot election shall be conducted under the auspices of an Election Committee appointed by the Executive Committee prior to the Annual Meeting. This Election Committee shall consist of three delegates plus three alternate delegates. No more than one member from any constituent organization shall be a member of the Election Committee. No member of the Election Committee shall be a member of the Credentials Committee. This Election Committee shall appoint one of its members and one of its alternates as official time keeper for the election. The Official Time Keeper shall be responsible for obtaining an official clock which shall be prominently displayed at all times during the election process. The official time keeper shall be responsible for the commencement of the election and the termination of the election as per the time designated by the rules and regulations of the convention. Three members of the Election Committee including the Time Keeper shall be present at all times while the polls are open. It shall be the duty of the Election Committee to rule on all disputes arising in conjunction with the election process. Only the member or the alternate of the Election Committee on duty at the time the dispute arises shall rule on that dispute. All disputes involving the accreditation of the delegates or alternates voting shall be ruled on by the Credentials Committee as outlined in these Bylaws.*

Section 4

The election shall be determined by a plurality of votes cast for each of the respective candidates.

Section 5

The presiding officer at the annual meeting shall announce the results of all balloting and shall declare all elections.

ARTICLE VII - OFFICERS

Section 1

The officers of the Association shall be the President, a President Elect, three Vice Presidents, a Secretary and a Treasurer. There shall be a Director from each of the constituent organizations of the Association. The Officers, President-Elect, the directors and the exofficio members, as defined herein, shall constitute the Board.

Section 2

With the exception of the President-Elect, who shall automatically succeed to the Presidency, the officers shall be elected at the Annual Meeting as herein provided, except that in the event of the President-Elect is unable or unwilling to assume the office of President and has so notified the Nominating Committee not less than sixty days prior to the opening of the Annual Meeting, then the Committee shall designate one nominee for the office of President and shall recognize and place in nomination the names of any additional candidates for this office whose petitions have been received as provided in Article VI, Section 1 (b) of these By-Laws.

Section 3

The President and President-Elect shall serve for not less than one term. The Vice Presidents shall serve for not more than two successive terms. The Secretary and the Treasurer shall each serve for not more than three successive terms. The President and President-Elect cannot be elected to the same office until the lapse of one year.

Section 4

A vacancy in the office of President shall be filled by the President-Elect. A vacancy in any other office, for the unexpired term, shall be filled by appointment by the Board.

Section 5

In the event of disability or neglect in the performance of his duty of any officer of the Association, the Board of Directors shall have the power to declare the office vacant.

Section 6

- (a) The President shall perform the usual duties of the office. He shall preside at the Annual Meeting and at the sessions of the Board of Directors, and the Executive Committee, and shall be an ex-officio member of all committees.
- (b) The President-Elect shall discharge the duties of the President in his absence. In the absence of the President and the President-Elect, a President Pro-Tem appointed by the Board shall discharge the duties. The President elected for the ensuing year shall appoint committee members pursuant to Article VIII.
- (c) The Vice President shall serve as Commissioners in the Committee structures, as provided in Article VIII, and additionally shall discharge such duties as may be assigned to them by the President.
- (d) The Secretary and the Treasurer shall perform the usual duties of their respective offices, and furnish such bond as shall be determined by the Board.

ARTICLE VIII - COMMITTEE STRUCTURE

Section 1 - The Executive Committee

- (a) There shall be a standing committee of the Association to be known as the Executive Committee. The members shall consist of the President, the President-Elect, all Vice-Presidents, the immediate Past President, the Secretary, and the Treasurer. The President shall serve as chairman. Any vacancy in the Committee will be filled by appointment by the Board of Directors at its first meeting following the occurrence of the vacancy. The Secretary shall be responsible for the minutes of all meetings of the Committee. Copies of these minutes shall be distributed to all members of the Board of Directors within ten days of the meeting.
- (b) The functions of the Executive Committee shall include the following:
 1. To carry out the directives of the Board.
 2. To coordinate the activities of the several committees and to assist them when necessary or advisable.
 3. To oversee the operation of the executive office.
 4. To assist the President in the routine administration of the Association.
 5. To provide advice and counsel to the President in decisions which are not inconsistent with, or contrary to, policies of the Association.
 6. To assist the President in formulating suggested programs and procedures for the Board's consideration.

(c) Unless specifically authorized or directed by the Board, the Executive Committee shall not:

1. Adopt a general budget.
2. Take disciplinary action.
3. Change the Rules of the Board or the By-Laws.
4. Give a proxy in any corporation.
5. Make an award of honor.
6. Purchase, sell, lease or hypothecate any real property.
7. Form an affiliation.
8. Fix admission fees or annual dues or fix any tax on the membership.

(d) Any action initiated by the Executive Committee shall be subject to review by the Board of Directors at the next regular or special meeting of the Board.

(e) The Executive Committee shall *meet* when requested by the President or at the written request of three or more members of the Committee.

(f) A quorum of the Executive Committee shall consist of four members of the Committee.

Section 2 — Other Committees & Commissions

(a) *All committees, except as otherwise provided in these Bylaws shall be organized under a commission system consisting of the following:*

1. The Commission on Structure and Organization.
2. The Commission on Professional Practice.
3. The Commission on Professional Affairs.

(b) Each of the Commissions shall be administered by a Vice-President of the Association, as designated by the President.

(c) Committees shall be designated and assigned to the appropriate commission as determined by the Rules of the Board.

(d) Rules of the Board shall be maintained by the Board and may be amended by simple majority vote of the Board.

ARTICLE IX — FINANCES

Section 1 — Fiscal Year

The fiscal year of the Association shall coincide with the calendar year.

Section 2 — Fees, dues, subscriptions

(a) There shall be no entrance fee for admission to membership in the Association.

(b) The amount of the annual dues payable to the Association shall be determined by an annual Meeting and shall remain in effect until changed by the action of the subsequent Annual Convention Meeting. Dues shall be billed to each member by the Treasurer of the Association, and shall be payable directly to the Treasurer upon receipt.

(b) The base amount of the annual dues payable to the Association shall be determined by an annual Meeting and shall remain in effect until changed by the action of a subsequent Annual Convention Meeting; except that the Board may adjust said dues for any year in a greater or lesser amount in accordance with the increase or decrease reflected by the Consumer Price Index of the U.S. Bureau of Labor Statistics since the date of the establishment of the last previous annual dues. Dues shall be billed to each member by the Treasurer of the Association and shall be payable directly to the Treasurer upon receipt but in no event later than August 31 of that year.

(c) In the event of a change in the annual dues proposed by the Board, the constituent organizations shall be notified in writing at least 150 days before the annual meeting. Such change in dues shall require the approval of a majority vote of the accredited delegates present at the annual meeting.

Section 3 — Duties of Constituent Organizations

(a) Not later than February 1st each year, the Secretary of each constituent organization shall transmit to the central office of the Association a complete roster of that organization correct as of December 31st of the preceding year, and showing in complete detail the changes in constituent membership for the calendar year reported. The roster shall list:

1. all members in good standing — corporate constituent members, Professional Associates (if applicable), Associate and Emeritus members, Student Associates, Junior Associates or affiliation with student chapters in schools of Architecture need not be reported. Date of admission of new or transferred members into a constituent organization should be shown.
2. all members, of any category, who are in default because of non-payment of dues.
3. all members whose affiliation with the constituent organization has been terminated by reason of death, resignation,

non-payment of dues, transfer from the jurisdiction of that constituent, or for any other reason, together with the dates of such action.

4. Those professional associate members and associate members desiring membership in the Association.
5. changes in membership classification within the constituent organization — from Associate to Professional Associate (if applicable), to Corporate, to Member Emeritus, together with date of such action.

(b) Whenever any member who is in default to his constituent organization becomes reinstated as a member in good standing, his constituent organization shall notify the Association of this fact, and the member shall pay to the Association the amount of his arrears.

Section 4 — Annual Budget

Annually, and at a time determined by the Board, the Finance Committee of the Association shall submit, for Board approval, a budget showing anticipated income and expenditures for the next fiscal year. At that meeting and at each subsequent meeting of the Board, the Chairman of the Finance Committee, or his delegated representative shall appraise the Board of actual income and expenditures and their relation to the adopted budget.

Section 5 — Annual Audit

There shall be an annual audit showing the financial position of the Association. The period of audit, and the auditor shall be as determined by the Board.

Copies of such audits shall be placed on file in the records of the Executive Office, and shall be made available to each constituent organization, on request.

ARTICLE X — AMENDMENTS

Section 1 — Amendment Procedure

These By-Laws may be amended at the Annual Meeting of any special meeting of the Association, by an affirmative vote of two-thirds of the accredited delegates present, provided that: (a) copies of the proposed amendments, and their purpose are mailed to the Secretaries of the constituent organizations not less than forty-five days prior to the opening of the annual meeting, or the date of a special meeting at which time the amendments will be introduced, and the text of the proposed amendments shall have been included in a publication to the Association, which shall have been distributed to the membership prior to the meeting of consideration.

Section 2 — Proposals

Proposals to amend those By-Laws shall be:

- (a) By the By-Laws Committee.
- (b) By not less than 15 constituent members in good standing, provided the proposal is submitted to the By-Laws Committee not less than ninety days prior to the meeting at which they will be considered.
- (c) By affirmative vote of a majority of the members of the Board of Directors present at a meeting in which the amendment is proposed, provided this occurs not less than forty-five days prior to the date of the meeting at which the amendment will be introduced.

Section 3 — Ratification

Every such By-Law amendment shall be approved by the Board of the Institute before becoming effective.

ARTICLE XI — STANDARDS OF PROFESSIONAL PRACTICE

Section 1

The Association shall endorse and adopt the current Standards of Professional Practice of the American Institute of Architects and the Mandatory Standards of the New York State Education Law. Both are appended to these By-Laws, and they shall be binding for all members of the Association.

Section 2 — Disciplinary Proceedings

(a) Every formal charge against a member for unprofessional conduct shall be referred to the Committee on Professional Practice, who shall determine the nature of the charge and report its findings to the Board.

(b) In matters affecting alleged unprofessional conduct by a member of the Association who is also a member of the American Institute of Architects, the Board without further

BY - LAWS (continued)

consideration shall require the secretary of the Association to forward all such material received by the Association to the Secretary of the A.I.A. Chapter to which such member belongs.

(c) In matters concerning alleged infractions of the State Education Law, the Board shall cooperate with the State Education Department and endeavor to secure adequate disciplinary action.

(d) In matters affecting alleged unprofessional conduct of a member of the Association who is not a member of the American Institute of Architects, the Board shall be the sole judge of what constitutes such unprofessional conduct, and whether or not he is guilty thereof. When the Board finds such a member guilty of unprofessional conduct it shall either censure him, suspend his membership, for such time as it deems fitting, or terminate his membership, provided that, in all instances, the member concerned has been offered in writing an opportunity to be heard by the Board in his own defense at a hearing fixed by the Board as to time and place.

(e) Every formal charge against a member for unprofessional conduct shall be privileged, and the charges, all proceedings, evidence, data, notices and transcripts and any other matters relating to the charges shall be confidential.

ARTICLE XII - AFFILIATION WITH THE INSTITUTE

Section 1

The Association is a constituent organization of the Institute, under a charter granted by the Institute on October 20, 1949. Its domain coincides geographically with the New York Region AIA, and it is a member of the New York Regional Council AIA.

Section 2

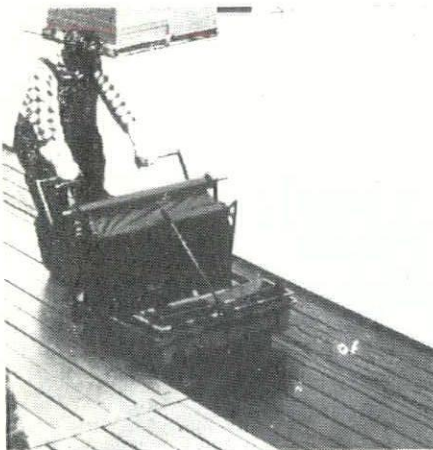
From among the members in good standing who are also corporate members of the Institute, the Board shall annually appoint: (a) a delegate to represent the Association at the annual meeting of the Institute.

(b) a representative and an alternate representative to serve on the New York Regional Council AIA.

Section 3

Directors of the New York Region during terms of office shall become ex-officio members of the Board of the Association.

* * *



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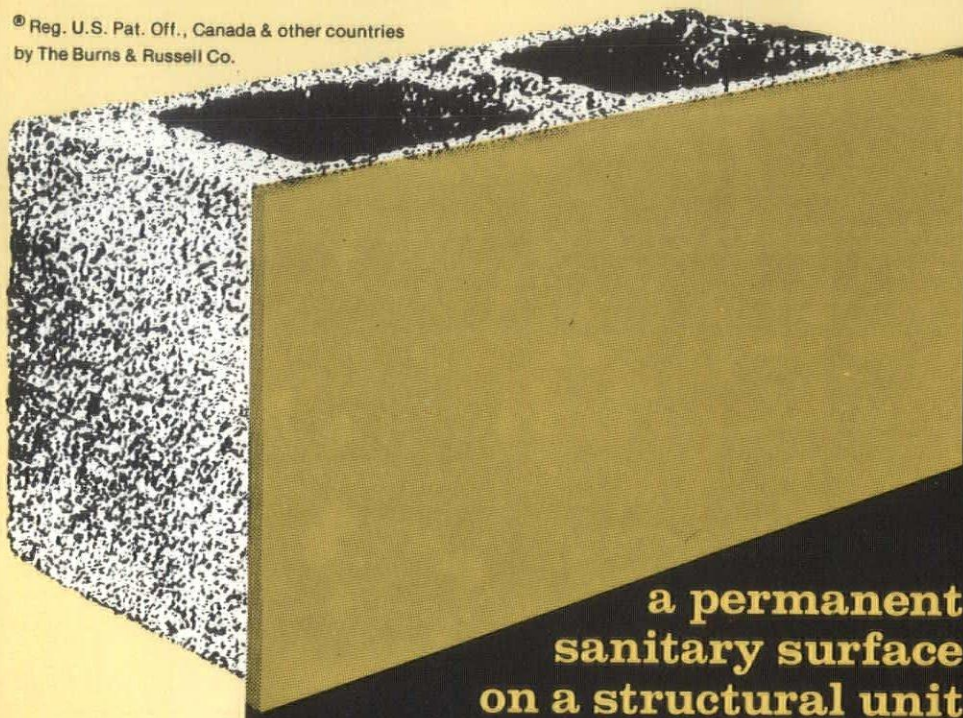
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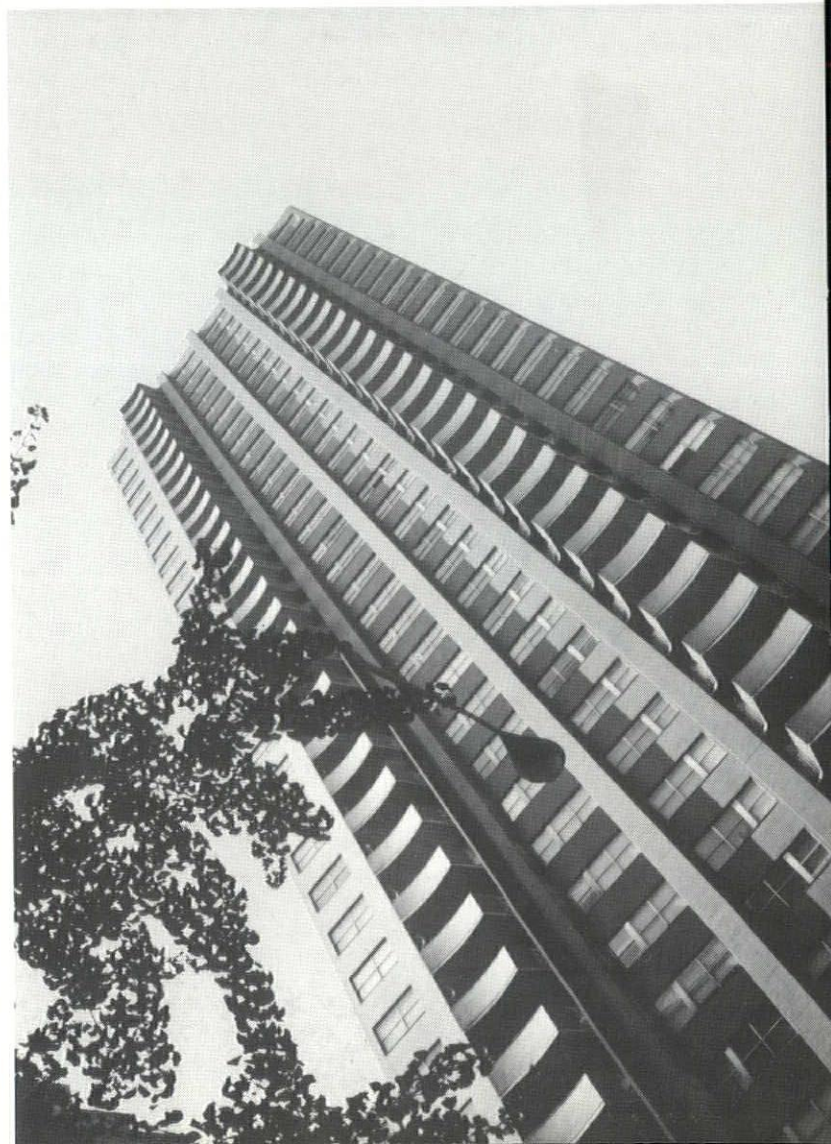
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Errata - 1973 Directory

The 1973 Directory Issue contained a list of architects registered in New York State who either belong to this Association or reside within the State.

Our records indicated that there are 1910 architects in New York State who belong to neither the American Institute of Architects or the New York Society out of a total of 4894 registered architects who reside in the state. Your response to the questionnaire in the Directory Issue will assist in our analysis of the profession. If you haven't done so, please forward your answer.

It has been brought to our attention from Tom Colston, President of the Brooklyn Chapter, that the Brooklyn Society of Architects, founded in 1894 and still in existence, has never been affiliated with the Brooklyn Chapter of the AIA as was erroneously stated in the biographical sketch of Alfred A. Lama, FAIA, June Director Issue.

The following are printed to correct errors of omission, obsolete addresses, and to update registration to June 14, 1973.

OMISSIONS

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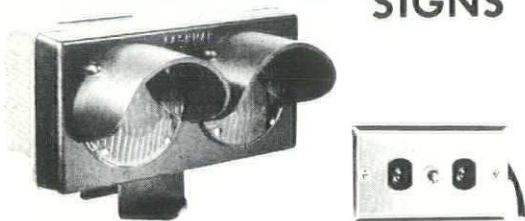
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NEWLY LICENSED ARCHITECTS AS OF JUNE 14, 1973

Dimitrescu, A., 144 30 Roosevelt Ave., Flushing, N.Y.
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Holmes, A.S., Box 11A, Altamont, N.Y.
Horowitz, L.A., 38 W. 70th St., New York, N.Y.
Lenaz, G.C., 8525 52 Ave., Elmhurst, N.Y.
Licameli, J.P., 3449 Corlear Ave., Riverdale, N.Y.

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